

**Texas State University System
Telephonic Called Board of Regents Meeting**

**Thursday, April 10, 2014
2:30 PM**

1. Call Meeting to Order

2. Agenda Item

1. LSC-PA: Actions Regarding Lamar State College-Port Arthur President, Dr. Sam Monroe: 1) Grant of President *Emeritus* Status; 2) Resolution Honoring Him; and, 3) Naming the Performing Arts Center for Him and Mrs. Monroe 2
2. LU: Amendment to Food Services Agreement 5
3. TxSt-SM: Design Development Documents for Residence Life Moore Street Housing 8

3. Discussion Items

1. SHSU: Advanced Water Sciences
2. LSC-PA: Personnel item (executive session)

4. Adjournment

CONFIDENTIAL

1. **LSC-PA: Actions Regarding Lamar State College-Port Arthur President, Dr. Sam Monroe: 1) Grant of President *Emeritus* Status; 2) Resolution Honoring Him; and, 3) Naming the Performing Arts Center for Him and Mrs. Monroe**

Upon motion of Regent _____, seconded by Regent _____, it was ordered that:

1. The title, "President *Emeritus*," together with all privileges and perquisites stated in the *Rules and Regulations* for professors *emeriti*, be hereby conferred and forever inure to Lamar State College-Port Arthur president, Dr. Sam Monroe;
2. The attached resolution, recognizing President Monroe's academic, professional, and civic achievements and contributions, be hereby adopted and forever memorialized in the proceedings of this Board of Regents and in the permanent records of Lamar State College-Port Arthur; and,
3. The performing arts center on campus be named the *Sam and Linda Monroe Performing Arts Center*.

Explanation

Dr. Sam Monroe became president of Lamar State College-Port Arthur (then Port Arthur College) in 1974, his service spanning six separate decades and nine American presidents and representing nearly 40% of the College's existence. His positive influence as an educator and leader extend well beyond the campus, from a host community and region that greatly admire him to statewide governmental officials and a higher education community, who know and respect his work. He spearheaded the rebuilding of the campus after Hurricane Rita; grew enrollment from 151 to over 3,000; lead the establishment of the Museum of the Gulf Coast; enhanced the university's academic stature; and started an intercollegiate athletic program. The proposed motion recognizes President and Mrs. Monroe's decades of loyalty and their many contributions to the College:

1. "*Emeritus*" Title. The Latin word "*emere*" means to earn or merit through one's service. The term's academic usage originated in the 18th century and today refers to one who is honorably retired but retains the last title held, thus maintaining a valued (non-remunerative) relationship. Under Board policy, professors *emeriti* retain certain privileges, such as library access and faculty membership (without vote). This motion confers the "President *Emeritus*" title.
2. *Resolution*. The Board extols President Monroe's contributions; memorializes the action in its *Minutes*; and presents him with a tangible document.
3. *Naming*. The naming of the performing arts center also recognizes Mrs. Monroe's contributions as the College's "First Lady" for 40 years.

**Resolution Honoring Dr. Sam Monroe, President
Lamar State College-Port Arthur**

WHEREAS, Dr. Sam Monroe is a native son of Texas, born in College Station and raised in Port Arthur, graduating from Thomas Jefferson High School before receiving a Bachelor of Business Administration degree from Sam Houston State University, a Master of Education degree from Lamar University, and an honorary doctor of laws (L.L.D.) from Lamar University; and,

WHEREAS, Dr. Sam Monroe is greatly admired and respected as a leader in his community and region, having served on, and often lead, no fewer than three dozen civic and charitable boards, including the Port Arthur Higher Education Foundation (president); the Port Arthur Finance Corporation (president); Port Arthur American Red Cross; Greater Port Arthur Bi-Centennial Commission (vice chairman); Chamber of Commerce (chairman); Jefferson County Historical Commission; Rotary Club (president); Medical Center of Southeast Texas; United Methodists Temple; and Port Arthur Schools Citizens Advisory Committee; and,

WHEREAS, Dr. Sam Monroe is known and respected statewide by governmental officials and in the higher education community of Texas, serving as a Sabine Pilots Commissioner (appointed by Governor Dolph Briscoe); the Lamar University Board of Regents (appointed by Governor Preston Smith); the Texas College and Universities Council of Presidents; and the Texas Higher Education Assistance Fund (HEAF) Advisory Committee; and,

WHEREAS, Dr. Sam Monroe's professional, civic, and charitable activities have earned him numerous prestigious awards, including the Southeast Texas Arts Council *Humanities Volunteer of the Year* "for leadership in establishing the Museum of the Gulf Coast;" the Silver Good Citizen Medal from the National Society of the Sons of the American Revolution; the Medal of Honor from the Society of the Daughters of the American Revolution; the Distinguished Service Award from the Texas Historical Commission; NCCAP awards for education and for community revitalization; and Texas gubernatorial and Senate recognition, respectively, for his service as president and for major contributions toward community improvement and volunteerism; and,

WHEREAS, Dr. Sam Monroe, the longest-serving college president in Texas, has been a vital and essential part of the life and culture of Lamar State College-Port Arthur (formerly Port Arthur College) for 49 years, holding several management positions with KPAC, the college-owned radio station, before becoming executive vice president of the College and, in 1974, succeeding his father, Madison Monroe, as president: and,

WHEREAS, Dr. Sam Monroe, over the course of the last six decades, spanning nine American presidents and representing nearly 40% of the College's existence, has carefully stewarded its development from an unaccredited, private technical college with 4 buildings on 3 acres with a campus value of \$3 million and an enrollment of 151 students into a modern, fully-accredited, state-funded college with 29 buildings on 50 acres with a value of \$110 million and an enrollment of over 3,000 students; and,

WHEREAS, Dr. Sam Monroe, with vision and political acumen, lead the transformation of Lamar State College-Port Arthur into the Texas public higher education system in 1974 and again was instrumental in making successful its transition into the Texas State University System in 1995; and,

WHEREAS, Dr. Sam Monroe, who possesses exceptional professional abilities and personal qualities, including a keen intellect, rare communication skills, an engaging and approachable personality, a dignified demeanor and temperament that reassures and encourages, always collegial and humorous, cordial and caring;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents of the Texas State University System enthusiastically and unanimously adopt this Resolution, thanking Dr. Sam Monroe, a courtly Southern gentleman, who has dedicated his life to education and public service, for his loyalty and exceptional contributions to Lamar State College-Port Arthur, its students, faculty and staff; to the Texas State University System; and to the State of Texas; for all are the better for his having passed this way.

Adopted by the Board of Regents of the Texas State University System this twenty-third day of May, 2014 on the campus of his *Alma Mater*, Sam Houston State University.

2. LU: Amendment to Food Services Agreement

Upon motion of Regent _____, seconded by Regent _____, it was ordered that:

The Lamar University Amendment to the existing Food Services Agreement with Compass Group USA, Inc. by and through its Chartwells Division to adjust the termination date from June 30, 2014 to August 31, 2014 be approved.

Explanation

Lamar University entered a ten year agreement with Chartwells on July 1, 2004, which is set to terminate on June 30, 2014. Lamar University is currently in the bidding process to procure a new long-term food services contract. As this process is still ongoing, the university would like to extend the existing agreement for two months to avoid an interruption of food services or rushed vendor selection. The intent of this amendment is to allow time for Lamar University to complete a thorough proposal evaluation, bidder selection, and contract implementation.

AMENDMENT NUMBER FIVE TO
FOOD SERVICES AGREEMENT

This Amendment Number Five to Food Services Agreement effective March 31, 2014, is between Lamar University (“Client”) and Compass Group USA, Inc. by and through its Chartwells Division (“Chartwells”) (collectively the “Parties”).

WHEREAS, Client and Chartwells are parties to that certain Food Services Agreement dated July 1, 2004, as amended by that certain Amendment Number One to Food Services Agreement dated February 20, 2009, by that certain Amendment Number Two to Food Services Agreement dated October 8, 2009, by that certain Amendment Number Three to Food Services Agreement dated July 1, 2010, and by that certain Amendment Number Four to Food Services Agreement dated January 1, 2014 (collectively, the “Agreement”); and

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Amendment of Section 2. Section 2 of the Agreement is amended to delete the first sentence of the first paragraph of such section and replace it with the following:

This Agreement shall become effective July 1, 2004 and shall remain in force until August 31, 2014 unless sooner terminated as herein provided.

3. Confirmation and Integration. Except as expressly amended by this Amendment, the parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the parties and their predecessors in connection therewith.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

5. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

COMPASS GROUP USA, INC. by and through its Chartwells Division

By: _____ Date _____
Steven M. Sweeney
Title: President & CEO _____

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

President: Dr. Kenneth Evans Date _____

Chancellor: Dr. Brian McCall Date _____

APPROVED by the Board of Regents on _____ at _____

The Honorable Donna Williams Date _____
Chairman of the Board

3. TxSt-SM: Design Development Documents for Residence Life Moore Street Housing

Upon motion of Regent _____, seconded by Regent _____, it was ordered that:

The design development documents prepared by SHW of Dallas, Texas, for the Residence Life Moore Street Housing project at Texas State University at an estimated total project cost of \$59,834,337.00 be approved.

Explanation

Campus Master Plan/CIP. This project is in the campus master plan adopted by the Board of Regents in November, 2011. The Moore Street Housing project is on The Texas State University System CIP.

The engineering team of SHW/Treanor was selected in July, 2013 and contracted in August, 2013 to prepare design development documents, construction documents for a Construction Manager at Risk, provide contract administration, and prepare cost estimates within the approved scope and limits of the project. Spaw Glass Contractors, Inc. of Austin, Texas was selected and contracted in December, 2013 as the Construction Manager at Risk. Spaw Glass has provided monthly constructability reviews, multiple construction cost estimates and best value evaluations.

Background Information. This project is planned as additional housing and is scheduled to continue to provide housing for undergraduate students, as enrollment continues to grow. This project is part of a long-range, strategically timed housing plan and is part of the campus master plan, as updated in 2011.

Project Site. The Moore Street Housing site is located on the western edge of the campus. The site selected is the location of an existing parking lot at Moore Street and Holland. The site slopes significantly along the western and southern sides providing for a partial floor level change along the south side of the site. Since an existing parking lot will serve as part of the site, some replacement parking will be included in the project, to the south of the actual facility.

Scope of the Project. The scope of work for the Residence Life Moore Street Housing project includes two residence halls, each housing approximately 280 to 300 beds in a pod-style arrangement with community bathrooms serving nine to ten students each; and a small community building that includes seminar/meeting rooms, offices, small group study rooms, and lounges. Additionally, the scope includes extensions of the campus utility infrastructure (e.g. power, chilled water, steam, potable water, and sanitary sewer) to the west.

Construction Manager-at-Risk. The construction manager-at-risk for the Project is Spaw Glass Contractors, Inc. of Austin, Texas.

Project Justification. Texas State University is a residential campus historically requiring freshmen and sophomore students to live on campus. Recently, a shortage of beds has caused the release of sophomores to off-campus housing. Texas State desires to add beds to continue to serve the freshmen who are required to live on campus, along with those sophomores, juniors and seniors who desire to remain in on-campus housing. The University is committed to

providing a range of prices for residence halls to meet the varying economic needs of the students.

Funding Source(s). The funding sources will be Texas State University System Revenue Financing System Bonds and Housing Reserves with Housing System revenues supporting the estimate annual bond repayment. The bond-finance portion is supportable by the revenues of the total Housing System without any extraordinary increases in room rates.

Design Development Submittal Documents. The Design Development Submittal documents are contained in a separate book distributed to the Board of Regents with the Board agenda.

Operating and Maintenance Cost

Residence Life Moore Street Housing is a new energy efficient structure. The projected Operating and Maintenance (O&M) Costs are estimated to be \$1,662,500 per year.

Environmental Impact

Texas State University has investigated and anticipates no negative environmental impact as the result of this project. Any unknown hazardous materials uncovered will be removed and mitigated by the project work. Although not a LEED Silver certified project, this project is a new structure designed and constructed to LEED standards on a previously disturbed site. The sustainable project will result in reduced campus “heat island” effect, and incorporate rainwater collection/reuse and high performance building systems.

Certification

The design documents submitted by the Architect/Engineer have been reviewed and found to be a complete and satisfactory Design Development (35 percent or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

Total Project Budget

Construction Cost Limitation:	\$44,943,765.00
Total Estimated Construction Cost:	\$44,943,765.00
CM Pre-Construction Services	\$47,910.00
Owner's Construction Contingency:	\$2,698,063.00
Architect / Engineer Fees:	\$3,223,720.00
Furnishings and Equipment:	\$1,086,068.00
Owner Contracted Services / Other Work:	\$2,355,134.00
Owner Provided Services / Miscellaneous:	\$2,044,941.00
Project Contingency:	\$1,691,988.00
Project Management Administrative Fees:	\$1,742,748.00
(Landscape Enhancement: \$449,438.00 included above)	
(Public Art: \$449,438.00 included above)	
Estimated Total Project Cost:	\$59,834,337.00

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant, CCM Construction Services, LLC; and the Construction Manager at Risk, SpawGlass Contractors.

Information Regarding Soft Costs in Total Project Budget

Construction Cost Limitation (CCL) is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

Construction Management Pre-Construction Services is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

Owner's Construction Contingency is the budgeted amount available to the Owner to assist in any monetary issues that may arise after the project is bid. This amount represents 6.0 percent of the CCL.

Architect/Engineer Fees are the contracted amounts due the Project Architect/Engineer for its services on the Project.

Furnishings and Equipment represents the projected cost of furniture, fixtures, and equipment to be incorporated into the Project. Items to be a part of this project include all student room moveable furnishings, such as beds, desks, desk chairs, and chests of drawers. In addition, lobby, floor lounge and study room furniture, office furniture, and custodial and maintenance equipment will be purchased.

Owner Contracted Services / Other Work includes building and equipment commissioning services, energy and air test and balance services, construction materials testing, graphics and signage, interior design consultant, art consultant, commissioning/installation of public art, site survey and geotechnical services, permits and utility impact fees, thermal plant commissioning services, and other miscellaneous costs.

Owner Provided Services / Miscellaneous includes communications/data design, installation of voice/data and instructional technology systems, installation of security and access control components, State Historical Commission/State Antiquities Committee/State Archeology site survey, advertisement for proposals, and other miscellaneous costs.

Project Contingency is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees, and other miscellaneous costs.

Project Management Administrative Fees is the amount projected to be charged to the Project by the Component to offset personnel and overhead costs in connection with managing the Project.

Landscape Enhancement is the one percent amount of the construction cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and waterscape features.

Public Art is the one percent of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art.