



**UNC
GREENSBORO**
Board of Trustees

**Full Board Meeting
July 13, 2022**

Action Item

BOT 2.3 Increase in Authority Request for the \$100,000 grant from the Museum for Cone Art Building Lighting and Controls Replacement Phases 2 and 3

Background Information

The Art Museum's 2015 Facility Condition Assessment Program (FCAP) report noted that the lighting infrastructure, including the dimming controls and track systems, is obsolete and damaged. UNCG completed the first phase of the lighting project. The project's subsequent phases will address the remaining galleries and public spaces (Auditorium, Lobby, Atrium). The scope includes replacing lighting fixtures, controls, and new gallery ceiling areas and window shades. Phased implementation will be necessary to accommodate the Museum's exhibit schedule and minimize disruption to occupants.

The project goal is to improve visitor experience at the Museum, address electrical safety issues, and enhance the art collection's presentation and long-term preservation. The lighting and controls upgrades will reduce energy consumption, provide annual savings, and reduce greenhouse gas emissions.

On December 15, 2021, the Board of Governors of The University of North Carolina System approved the 2021-2022 Capital R&R Allocation for Maintenance Repair and Renovation Projects. This R&R allocation approved \$861,750 to the Cone Art Building Lighting and Controls Replacement Phases 2 and 3 Project.

As part of the Frankenthaler Climate Initiative, The Weatherspoon Art Museum applied and was approved for a \$100,000 grant from the Helen Frankenthaler Foundation, Inc. on July 22, 2021, to supplement the project and complete the desired scope of upgrades.

Attachments (see below):

- 2.3.1 CI-1, dated 7/13/2022
- 2.3.2 OC-25, dated 7/13/2022
- 2.3.3 Grant Agreement dated 7/22/2021

Recommended Action

That the Board of Trustees of The University of North Carolina at Greensboro approve moving forward with a request at the Board of Governors September 21, 2022 meeting for \$100,000 additional authority, thereby increasing the total project authority from \$861,750 to \$961,750 to renovate the Cone Art Building Lighting and Controls Replacement Phases 2 and 3.



Robert J. Shea, Jr.
Vice-Chancellor for Finance and
Administration

The University of North Carolina
Request for Advance Planning, New, or Increase in Capital Improvement Project

Institution UNC Greensboro Advance Planning Request New Capital Project Code ___ Item ___*
 Increase in Authorization from \$861,750 (R&R) to \$961,750 (+Grant) Code 42125 Item 322
 Interscope Project Number 24772

*If this project has previously had advance planning authority, please identify relevant code/item number.

Project Title **Weatherspoon Art Museum Lighting and Controls Replacement Phases 2 and 3**

Project Cost **\$961,750**

Source of Funds **Design 10% - Donations & Gifts (DG), Construction 90% – R&R (RR)**

(If multiple funding sources are used, identify source and % distribution across sources, refer to list of fund sources on page 2. Sum of all sources should equal 100%.)

For each advance planning project or capital construction project, please provide the following:

1. A detailed project description and justification.

The Art Museum's 2015 Facility Condition Assessment program (FCAP) report noted that the lighting infrastructure, including the dimming controls and track systems, are both obsolete and damaged. Phase 1 has been completed and the remaining galleries (Falk, Tannenbaum, Dillard, Ivy, Build, Gallery 6) and public spaces (Auditorium, Lobby, Atrium) need to be updated in Phases 2 and 3. The scope includes replacement of lighting fixtures and controls, new gallery ceilings and window shades.

2. An estimate of acquisition, planning, design, site development, construction, contingency and other related costs (attach a completed OC-25 form). **Please see attached OC-25 Form.**
3. An estimated schedule for the completion of the project (enter dates mm/dd/yr).
 Design start 09/01/22 Construction Start 08/01/23 Construction Complete 08/02/24

4. An estimated schedule of cash flow requirements over the life of the project by FY quarters (omit for advance planning requests).

FY/Qtr	22-23 Q1	22-23-Q2	22-23-Q3	22-23-Q4	23-24-Q1	23-24-Q2
\$ Amount	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000	\$150,000

FY/Qtr	23-24-Q3	23-24-Q4	24-25-Q1
\$ Amount	\$180,000	\$180,000	\$181,750

5. An estimate of maintenance and operating costs and source of funding to support these costs, including personnel, covering the first five years of operation (omit for advance planning and non-general fund requests, required for general fund requests). **N/A**
6. An estimate of revenues, if any, likely to be derived from the project, covering the first five years of operation (omit for advance planning and non-general fund requests, required for general fund requests). **N/A**
7. An explanation of the means of financing (i.e. cash reserves using the fund sources identified above, campus debt financing to be retired with the identified fund source, etc.). **Design 10% - Donations & Gifts (DG), Construction 90% – R&R (RR)**

Fund Sources

Group Type	Title	Reporting Abbreviation	Description
State Appropriations	R&R	RR	Funds appropriated by the legislature for campus repairs and renovations in 13 statutorily prescribed categories.
State Appropriations	Carry Forward	CF	State appropriations carried forward under the 2.5% permitted by legislation. By Session Law, carry forward is considered non-general fund when it is carried forward.
Mandatory Student Fees	Athletics Fee	SAF	Fees collected specifically for support of campus student athletics and recreation services.
Mandatory Student Fees	Campus Safety Fee	SSF	Fees collected specifically for support of campus safety items such as emergency phones and cameras.
Mandatory Student Fees	Debt Service Fee	DSF	Debt service fees authorized for specific projects.
Mandatory Student Fees	Education and Technology Fee	ETSF	Fees collected specifically for support of education and technology items.
Mandatory Student Fees	Health Services Fee	HSF	Fees collected specifically for support of campus student health services.
Mandatory Student Fees	Other Student Fees	OSF	Any other student fees authorized and collected for other purposes, but not listed in above categories.
Auxiliary Trust Funds	Athletics	AR	Receipts from ticket sales, gifts, donations, cash reserves, including Athletics Foundation reserves.
Auxiliary Trust Funds	Dining	DR	Receipts from operations, cash reserves.
Auxiliary Trust Funds	Housing	HR	Receipts from operations, cash reserves.
Auxiliary Trust Funds	Transportation and Parking	TR	Receipts from operations, cash reserves.
Auxiliary Trust Funds	Utility Trust Funds	UTF	Receipts from operations, cash reserves from operation/management of all/any campus utilities (steam, chilled water, etc.).
Auxiliary Trust Funds	Other Auxiliary Trust Funds	OTF	Receipts from operations, cash reserves from other campus auxiliaries not specified above.
Other Trust Funds	Centennial/Millennial Campus Funds	CMF	Receipts from operations, cash reserves under the Millennial Campus financing act.
Other Trust Funds	Clinical Receipts	CR	Receipts from operations, cash reserves.
Other Trust Funds	Facilities and Administrative	FA	Overhead receipts (facilities and administrative overhead) generated from campus research.
Private Sources/Foundations	Donations and Gifts	DG	Contributions made by gift, donation, bequest, or other private sources.
Private Sources/Foundations	Endowment	ENDF	Funds from the endowment fund of the University.

STATE OF NORTH CAROLINA - DEPARTMENT OF ADMINISTRATION
 STATE CONSTRUCTION OFFICE
 PROPOSED REPAIR & RENOVATION OR CAPITAL IMPROVEMENT PROJECT
 BIENNIUM 2021-2023

Form OC-25
 (Rev 8/2020)

DEPARTMENT and DIVISION: UNC Greensboro DATE: 07/13/22
 PROJECT IDENTIFICATION: Weatherspoon Art Museum Lighting and Controls Replacement Phases 2 and 3
 PROJECT CITY or LOCATION: Greensboro, NC
 PROJECT DESCRIPTION & JUSTIFICATION: (Attach add'l data as necessary to indicate need, size, function of improvements as well as a master plan.)

The Art Museum's 2015 Facility Condition Assessment Program (FCAP) report noted that the lighting infrastructure, including the dimming controls and track systems, are both obsolete and damaged. Phase 1 has since been completed and remaining galleries and public spaces (Auditorium, Lobby, Atrium) need to be updated in Phases 2 and 3. The scope includes replacement of lighting fixtures and controls, and some new gallery ceiling areas and window shades. Phased implementation will be necessary to accommodate the museum's exhibit schedule and minimize disruption to occupants.

The project goal is to improve the visitor experience of the museum, address electrical safety issues and enhance the art collection's presentation and long-term preservation. The lighting and controls upgrades will reduce energy consumption, providing annual savings and reducing overall greenhouse gas emissions.

(Definitions/explanations are provided on pg 2 to assist in completion of this form. Lump sums are not to be used as a unit of cost unless further substantiating breakdown is provided.)

	QTY	UNIT	COST PER UNIT	TOTAL
CURRENT ESTIMATED CONSTRUCTION COST				
A. Land Requirement				\$0
B. Site Preparation				
1. Demolition	1,000	LF	\$ 10.00	\$10,000
2. Site Work				
C. Construction				
1. Utility Services (describe)				\$0
2. Building Construction (New Ceiling)	7,025	SF	\$ 15.00	\$105,375
3. Building Construction (existing)				\$0
4. Plumbing (specify existing or new space)				\$0
5. HVAC (specify existing or new space)				\$0
6. Electrical (Lighting + Controls)	12,000	SF	\$ 55.00	\$660,000
7. Fire Suppression and Alarm Systems				\$0
8. Telephone, Data, Video				\$0
9. Associated Construction Costs (describe)				\$0
10. Other (describe and insert additional lines as needed)				\$0
D. Equipment				
1. Fixed (window shades)	1	LS	\$ 15,000.00	\$15,000
2. Moveable (describe)				\$0
Total Cost of Work				\$ 790,375

Items below may be calculated by percentage or lump sum. If using lump sum, make entry in \$ field and explain.

DESIGN FEE	10 %	(% of Estimated Construction Costs)	\$ 79,038
PRECONSTRUCTION COSTS	0 %	(% of Estimated Construction Costs [1% for CM@Risk])	\$ -
COMMISSIONING	0 %	(0.5% simple; 1.0% moderate; 1.5% complex)	\$ -
SPECIAL INSPECTIONS/MATERIALS	%	(1.25% estimated)	\$ -
SUSTAINABILITY	0 %	(3% LEED Gold, 2% LEED Silver)	\$ -
ADVANCE PLANNING	0 %	Includes programming, feasibility, analysis (% of Estimated Construction Costs)	\$ -
CONTINGENCIES	5 %	(% of Estimated Construction Costs [3% New or 5% R&R])	\$ 39,519
ESTIMATED COSTS		(% of Estimated Construction Costs + Contingencies + Design Fee)	\$ 908,931
Escalation = percent per month multiplied by number of months			
(From Estimate Date as entered above on this form to mid-point of construction) =			
	16	months	5.0 % annually beginning on month 1
ESCALATION COST INCREASE (Total of Estimated Construction Costs x Escalation %)			\$52,692
TOTAL ESTIMATED PROJECT COSTS (Estimated Construction Costs + Escalation Cost Increase)			\$ 961,623

APPROVED BY: _____ TITLE: _____ DATE: _____
 (Governing Board or Agency Head)

Helen Frankenthaler Foundation

July 22, 2021

Dear Shinika McKiever,

The Helen Frankenthaler Foundation is so pleased to assist your work in reducing your institution's climate impact. Thank you for providing all the requested documentation in connection with your project to our partner, Sarah Sutton at Sustainable Museums.

Please find attached the Foundation's official paperwork for the grant. We ask that you return a countersigned copy to Robert Benson at the Foundation's office (rbenson@frankenthalerfoundation.org) following which we will issue payment promptly.

As indicated in the document, please do not announce or publicize this grant until the Foundation is able to announce the full scope of the initiative. Our partner in this aspect of FCI is the communications consultancy Resnicow & Associates; with their assistance, we expect to go public by late July or early August. Their team will also provide a communications toolkit for all grantees. Additional information will follow.

We ask you to pay special attention to the requirements outlined in the agreement regarding use of the Energy Star Portfolio Manager system to document your current usage and chart your progress. Its reporting capacity is powerful and will yield valuable information for the operations and management teams of our partners at RMI and Sustainable Museums.

Please direct any further questions on this aspect of FCI to Sarah Sutton, who suggests that if there is enough interest and need, she and the team may offer an online training session. Meanwhile, she has provided the following information:

If you are not already familiar with the Energy Star Portfolio Manager system, you can learn more here:

https://www.energystar.gov/buildings/benchmark/understand_metrics/how
https://www.energystar.gov/buildings/tools-and-resources/sample_energy_star_progress_and_goals_report

We encourage you to use 2019 as your baseline year, since the Covid pandemic has made 2020 an atypical building occupancy year. Then, based on the energy improvements being supported by the Frankenthaler Climate Initiative, please enter your property's energy reduction target. When your entry is complete, please submit the "Energy Star Progress and Goals Report" by September 1st, 2021 to us at info@frankenthalerclimateinitiative.org

and sarah@sustainablemuseums.net. We ask that you follow up with an updated report at 12 months and 24 months to help build our shared understanding of this work.

The Frankenthaler Climate Initiative is committed to supporting our vital cultural institutions while reducing our impact on the earth's climate. Thank you for your efforts. Together, we will make a difference.

With all best wishes,

A handwritten signature in black ink, appearing to read "Elizabeth Smith". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Elizabeth Smith
Executive Director
Helen Frankenthaler Foundation

Cc: Robert Benson, Helen Frankenthaler Foundation
Sarah Sutton, Sustainable Museums (or Environment and Culture Partners after August 31, 2021)

134 West 26th Street, Floor 5
New York, NY 10001
Telephone: 212-268-4937
www.frankenthalerfoundation.org

Helen Frankenthaler Foundation

July 22, 2021

VIA ELECTRONIC MAIL
Weatherspoon Art Museum
500 Tate Street
Greensboro, NC 27412
Attn: Shinika McKiever

Grant Agreement

Dear Shinika McKiever:

We are very excited to assist your institution's journey toward reducing your climate impact.

This letter agreement (the "Grant Agreement") sets forth the terms and conditions of a grant from the Helen Frankenthaler Foundation, Inc. (the "Foundation") to Weatherspoon Art Museum (the "Museum"), as part of the Frankenthaler Climate Initiative.

1. Agreement of the Foundation

The Foundation will make a grant of One Hundred Thousand Dollars (\$100,000.00) (the "Grant") to the Museum in one lump-sum payment via check or wire transfer, subject to the timely receipt by the Foundation of a countersigned copy of this Grant Agreement within 30 days of the date of this Grant Agreement and completion of the Museum's data entry in the Energy Star Portfolio Manager System as required in paragraph 2(b) below.

2. Agreements of the Museum

(a) The Museum will use the Grant solely for the purpose of funding the technical assistance, scoping, or implementation project outlined in its grant proposal to the Frankenthaler Climate Initiative, as modified by and agreed upon with its partner organizations, Sustainable Museums and Rocky Mountain Institute, as of June 15, 2021 (the "Project").

(b) The Museum will document its energy use and its progress towards reducing its climate impact by using the Energy Star Portfolio Manager documentation system, using 2019 as its baseline year, if possible, and entering its property's energy reduction target. When the data entry is complete, but in no event later than September 1, 2021, the Museum will submit the Energy Star Progress and Goals Report to the Foundation and Sustainable Museums pursuant to instructions to be provided to the Museum by Sustainable Museums together with this Grant Agreement. The Museum will also provide an updated Energy Star Progress and Goals Report to the Foundation and Sustainable Museums at 12 months and 24 months following the first Energy Star Progress and Goals Report.

(c) The Museum will keep the Grant confidential and not publicize or disclose the Grant and/or any other terms and conditions of this Grant Agreement to any third parties until the issuance of a formal announcement by the Foundation of the initial grantees for the Frankenthaler Climate Initiative, which is expected to occur at the end of July or in early August of 2021. The Foundation will inform all grantees of final announcement timing no less than 24 hours in advance. For the avoidance of doubt, the Foundation will be permitted to publicly name the Museum in the announcement of the Grant and otherwise in connection with the Frankenthaler Climate Initiative.

(d) When publicizing the Grant and/or the Project, the Museum will give credit to the Foundation and make reference to the Grant being part of the Frankenthaler Climate Initiative. The Foundation will provide messaging to support all public-facing text and the Foundation's logo for use in major materials. The Foundation reserves the right to require advance approval of any written statement, press release or other public announcement referencing or describing the Grant that is not developed from the approved messaging.

(e) If any part of the Grant is not expended or committed for the Project within one year of the date of the Museum's receipt of the Grant, or three months after the timeframe for the Project identified in the Museum's approved grant proposal for the Project, whichever is later, the Museum will notify the Foundation, whereupon the Foundation will have the absolute right to change the terms of or cancel the Grant with respect to the unexpended funds. If the Grant is cancelled, the Museum agrees to return the unexpended amount of the Grant to the Foundation immediately and to provide an accounting as to the use of any expended Grant funds.

(f) The Museum will submit a written report to Sustainable Museums (to be known as Environment and Culture Partners after August 31, 2021) no later than 60 days after the final expenditure of the Grant. If the Grant is expended over a period of time that exceeds one year from the date the Grant is paid, the Museum will furnish interim reports no later than 60 days after the close of each 12-month period during which the Grant is outstanding, in addition to furnishing the final report. These reports should discuss (i) the use of the Grant, (ii) compliance with the terms pursuant to which the Grant was made, and (iii) the progress made by the Museum toward achieving the purposes for which the Grant was made.

(g) The Foundation and/or Sustainable Museums may (i) monitor the progress of the Project (including by making site visits), (ii) discuss the Project, its implementation, and finances with representatives of the Museum, and (iii) review records and other materials, including records of receipts, expenditures and other financial records, connected with the Project, which the Museum will maintain.

3. Representations and Warranties

(a) The Museum represents and warrants that (i) it has the full right, power and authority to make, deliver and perform under this Grant Agreement, (ii) it has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Grant Agreement, (iii) this Grant Agreement constitutes a legal, valid and binding obligation of the

Museum, and (iv) no change has occurred in its status as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), or in its classification as a public charity described in Code section 509(a)(1).

(b) The Foundation represents and warrants that (i) it has the full right, power and authority to make, deliver and perform under this Grant Agreement, (ii) it has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Grant Agreement, and (iii) this Grant Agreement constitutes a legal, valid and binding obligation of the Foundation.

4. Communications. All notices, reports and required communications hereunder will be in writing and be mailed, sent by electronic mail, personally delivered or delivered by next-day air courier as follows:

To the Foundation:

Helen Frankenthaler Foundation, Inc.
134 West 26th Street, Fifth Floor
New York, New York 10001
Attention: Executive Director (currently Elizabeth Smith)
E-mail: esmith@frankenthalerfoundation.org
with a cc to: rbenson@frankenthalerfoundation.org

To Sustainable Museums:

Sustainable Museums (or Environment and Culture Partners after August 31, 2021)
539 Broadway
Tacoma, WA 98402
Attention: Sarah Sutton
Email: sarah@sustainablemuseums.net (or to sarah@ecprs.org after August 31, 2021)
with a cc to: info@frankenthalerclimateinitiative.org

To the Museum:

Weatherspoon Art Museum
500 Tate Street
Greensboro, NC 27412
Attn: Shinika McKiever
E-mail: smmckiev@uncg.edu

5. Miscellaneous

(a) Entire Agreement; Amendment. This Grant Agreement represents the entire understanding of the parties and may be amended only by a written instrument signed by authorized officers of the Foundation and the Museum.

(b) Governing Law. This Grant Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to that state's principles of conflicts of laws.

(c) Severability. If any provision of this Grant Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Grant Agreement will remain in full force and effect and such determination will in no way affect the validity or enforceability of any other provision hereof.

(d) Counterparts. This Grant Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, electronic mail or other electronic delivery or signature method will be as effective as delivery of a manually executed counterpart thereof.

Please have an officer of the Museum acknowledge acceptance of the terms of this Grant Agreement by countersigning below and returning a countersigned copy to the Foundation via electronic mail at the address listed above in Paragraph 4.

The Frankenthaler Climate Initiative is committed to supporting our vital cultural institutions while reducing our impact on the earth's climate. Thank you for your efforts and for joining us in this endeavor.

Very truly yours,

Helen Frankenthaler Foundation, Inc.



By: _____
Elizabeth Smith, Executive Director

Agreed to and accepted by:
Weatherspoon Art Museum

By: Beth Fischer
Name: Beth Fischer
Title: President

Date: July ~~1~~, 2021 8/2/2021

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