

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>	<b>PAGE</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Purchase of Property – Capitol Boulevard	MOTION TO APPROVE	1
<b>2</b>	<b>IDAHO STATE UNIVERSITY</b> Idaho Accelerator Center Addition Energy Performance Contract	MOTION TO APPROVE MOTION TO APPROVE	3 5
<b>3</b>	<b>UNIVERSITY OF IDAHO</b> Disposal of Real Property Highway 95 Improvements Disposal of Clark Fork Field Campus USGS Lease - Research Park Post Falls Idaho Water Center Series 2003 Bonds Projects in Support of Institutional Strategic Plan & Long-Range Campus Development Plan Audits Idaho Foundation Consolidated Trust	MOTION TO APPROVE MOTION TO APPROVE MOTION TO APPROVE MOTION TO APPROVE MOTION TO APPROVE MOTION TO APPROVE MOTION TO APPROVE INFORMATION ITEM INFORMATION ITEM	7 9 11 13 73 77 81 81
<b>4</b>	<b>SCHOOL FOR THE DEAF &amp; BLIND</b> Audits and Financial Reports	INFORMATION ITEM	83
<b>5</b>	<b>EASTERN IDAHO TECHNICAL COLLEGE FOUNDATION</b> Audit	INFORMATION ITEM	85
<b>6</b>	<b>INTERCOLLEGIATE ATHLETIC REPORTS</b> Revenues, Expenditures, Participants	MOTION TO RECEIVE	87
<b>7</b>	<b>INTERCOLLEGIATE ATHLETIC DEPARTMENT</b> Compensation Report	INFORMATION ITEM	125
<b>8</b>	<b>DELOITTE &amp; TOUCHE LLP</b> Annual Financial Audit	MOTION TO ACCEPT	143

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY**

**PURCHASE OR SALE OF LAND AND FACILITIES - REQUEST TO PURCHASE  
PROPERTY AT 1240 SOUTH CAPITOL BOULEVARD, BOISE, ID  
SUBJECT**

Request approval of the purchase of real property at 1240 S. Capitol Boulevard.

**BACKGROUND**

Boise State completed development of the campus master plan for the Boise campus in March 1997 after receiving approval to proceed with the creation of the master plan at the April 1996 SBOE meeting. Subsequently, in June 2001, the Board approved the establishment of a line of credit with Key Bank in order to provide funding for expansion opportunities which might occur.

Reference:

- Board approved creation of campus master plan at the April 1996 Board meeting
- Boise State Campus Master Plan completed, March 1997
- Board approved Line of Credit use for this purpose at the June 2001 Board meeting.

**DISCUSSION**

Boise State has been approached by the owner of Blimpie's located at 1240 Capitol Boulevard regarding the potential purchase of this property, which is located within the accepted expansion area of the Boise State campus and is a key element in the development of a main entrance to the campus from Capitol Boulevard. This property has been appraised at \$600,000. All appropriate environmental assessments have been completed, and all required remediation actions have been completed.

**IMPACT**

A purchase price of \$615,000 has been negotiated with the owner. Funding will be provided by the existing line of credit; with repayment coming from resources annually budgeted for property acquisition.

**STAFF COMMENTS**

Property within BSU's campus master plan does not become available very frequently so when the opportunity presents itself, it is difficult to refuse.

**BOARD ACTION**

A motion to approve the request by Boise State University to continue expansion area of the Boise Campus by purchasing real property at 1240 South Capitol Boulevard for \$615,000.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY**

**APPROVAL OF PROJECT  
IDAHO ACCELERATOR CENTER FURTHER ADDITION**

**SUBJECT**

Idaho State University requests approval to construct an addition of 3,500 square feet to the Idaho Accelerator Center (IAC) to provide two additional shielded accelerator laboratories (cells) and associated facilities, at a total cost of \$800,000.

**BACKGROUND**

On October 3, 2002, the State Board of Education approved an addition of 8,500 square feet to the IAC with funding provided by a transfer of \$1,000,000 from the voluntarily reserved portion of the FY2003 budget after this use was approved by Governor Kempthorne. This request is to construct two additional accelerator laboratories and associated facilities to enable private industry to access nuclear science and radiation technologies at the current IAC site. One laboratory will be operated by Idaho State University for continued research involving national security. Increased interest in the threat detection technology developed at the IAC has led to new contracts with the INEEL and the Army and Navy. Funding of \$400,000 for this laboratory was announced by Governor Dirk Kempthorne on October 30, 2002, from the INEEL Settlement Fund. The second laboratory will be operated by Positron Systems Inc., a for profit company. Positron has conducted research and invasive non-destructive testing technology in the world markets. This laboratory will house Positron's own \$1.3M linear accelerator with the \$400,000 funding for the laboratory coming from the Pocatello Development Authority.

Both laboratories have the potential for significant economic benefits to the region and the state. Each laboratory is projecting employment of up to 30 engineers, technicians, physicists and other highly skilled workers.

**DISCUSSION**

Idaho State University continues to work with private industry and government agencies on commercial and national defense projects that have further high potential for economic development. The total project will also provide shared space for restrooms and parking spaces for the separate laboratories. It is anticipated that other opportunities will arise to build additional laboratory cells for public and private partners.

**IMPACT**

Funding for the ISU laboratory is from the INEEL Settlement Fund and Pocatello Development Authority funding supports Positron Systems' laboratory.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

---

**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY continued**

**STAFF COMMENTS**

ISU continues to take advantage of research and economic opportunities for the IAC. These opportunities to construct new research cells for private/public cooperation provide tremendous faculty and student research opportunities and increased economic development.

**BOARD ACTION**

A motion to approve the request by Idaho State University to construct an addition of 3,500 square feet to the Idaho Accelerator Center at a total cost of \$800,000.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**INSTITUTION / AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY continued**

**ENERGY PERFORMANCE CONTRACT**

**SUBJECT**

Idaho State University requests the Board to approve the concept of entering into an Energy Performance Contract and arranging financing for \$5,870,595 in Energy Conservation Measures. Approval is also requested to delegate authority to the Executive Director to approve the final contract and the financing arrangement.

**BACKGROUND**

Under the supervision of the Idaho Division of Public Works (DPW), a comprehensive energy analysis of the Idaho State University campus has been completed by CMS Viron Energy Services. The evaluation has identified \$5,870,595 in facility modifications that, if completed, would save the University \$589,527 per year while improving usability and comfort. The next phase of this project is to enter into the Performance Contract and arrange appropriate financing.

**DISCUSSION**

In January 2002, The DPW issued a Request for Qualifications for Energy Performance Contracting Services for Idaho State University. Three firms were selected for interview and CMS Viron Energy Services (Viron) was selected for the job. During the past several months, Viron has conducted a detailed technical audit of the energy using systems on the ISU campus and have presented it to DPW and the University. As a result of the audit, Viron has notified us that they are willing to guarantee that, after the installation of \$5,870,595 in energy conservation measures, they will guarantee \$569,527 annual savings.

Idaho State University will arrange for lease purchase financing for this project on a 16-year contract. The contract will be paid off using the guaranteed energy savings.

**IMPACT**

Many of the energy conservation measures will renovate or replace heating, ventilation, and air conditioning equipment that the University would be required to replace in the near future as a normal result of age. Money that would have been used for these repairs can now be used for other facility repairs and maintenance. Many of the conservation measures will also improve the environment in our buildings by giving us better control.

With an enforceable guarantee of annual savings, there will not be a fiscal impact on our operating budget.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

---

**INSTITUTION / AGENCY AGENDA  
IDAHO STATE UNIVERSITY continued**

**STAFF COMMENTS**

ISU will be able to install energy savings measures all at once rather than piecemeal the improvements. CMS Viron has guaranteed the savings (energy usage will be monitored).

**BOARD ACTION**

A motion to approve the request by Idaho State University to approve the energy performance contract concept and financing; to finalize a contract through the Department of Public Works; and to delegate final approval to the contract and financing arrangements to the Executive Director.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

---

**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO**

**DISPOSAL OF REAL PROPERTY FOR US HIGHWAY 95 IMPROVEMENTS, MOSCOW**

**SUBJECT**

Request approval for the University of Idaho to convey title to 0.411 acres of property to the State of Idaho, Idaho Transportation Department. Transfer of the subject parcel will allow improvements to US Highway 95 along the eastern boundary of the University of Idaho in Moscow.

**BACKGROUND**

The Idaho Transportation Department has designed improvements to U.S. Highway 95 including enhancements to a major entrance to the University of Idaho. These improvements require the conveyance of 0.411 acres from UI to ITD for highway right-of-way and also require the relocation of a small number of parking spaces. ITD has agreed to make improvements compatible with UI landscaping plans for the affected area and to compensate the University for the cost of relocating the lost parking spaces.

**DISCUSSION**

The appraised value of the property is \$98,530. By donating the 0.411-acre parcel the University ensures the coordination of needed highway improvements with established UI landscaping designs. Because ITD has agreed to compensate for the relocation of lost parking (\$22,940), the proposed property disposal will not impact University services or programs. If the University does not convey the property, ITD will not have the property needed to accomplish the type of grading and landscaping requested by the University for this major entrance to the City of Moscow and to the University.

**IMPACT**

The University will receive the value of the ITD improvements and compensation for lost parking and other damages related to ITD's work.

**STAFF COMMENTS**

Proposed use of property will benefit both the University of Idaho and the City of Moscow.

**BOARD ACTION**

A motion to approve the request by the University of Idaho to convey title to 0.411 acres of property to the State of Idaho, Idaho Transportation Department to allow for improvements to US Highway 95 along the eastern boundary of the University of Idaho in Moscow.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

**DISPOSAL OF CLARK FORK FIELD CAMPUS**

Ref: Regents Minutes, June 22-23, 1995, p. 27

**SUBJECT**

Request approval for the University to market and sell the UI Clark Fork Field Campus east of Sandpoint. The 35.27-acre parcel is no longer an essential part of the College of Natural Resources program, and the University would like to eliminate its related management and maintenance costs.

**BACKGROUND**

The University acquired the Clark Fork Field Campus from the U.S. Forest Service for property and cash worth \$181,048 in 1995, and prior to acquisition the University had been leasing the site since 1978. The University has continued to restore and maintain the facilities consisting of several buildings including residences, classrooms, bunkhouse/kitchen and other administrative buildings and shops. An independent appraisal of the property completed this year estimated the value of the property at \$670,000. This appraised value is generated by the replacement costs and depreciation for the large number of improved buildings.

**DISCUSSION**

The University has determined that the Clark Fork Field Campus is no longer necessary to meet its programmatic obligations. Consequently, disposal of the property is recommended. Because of the unique combination of improvements and setting, the University requests the flexibility to market the property to individuals and groups that have the potential to be an asset to the Sandpoint/Bonner County area. It is unclear whether the University will be able to sell the property for its appraised value. The University is requesting approval to enter into negotiations with financial terms of disposal based upon investments made by the University and its interest in ensuring an appropriate buyer.

**IMPACT**

Proceeds from the sale of the Clark Fork property will be utilized for University programs and operations. The transaction will require payment of some closing costs.

**STAFF COMMENTS**

Since the field campus is no longer used, annual operating costs could be saved by selling the property.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**BOARD ACTION**

A motion to approve the request by the University of Idaho to market and sell its 35.27-acre parcel Clark Fork Field Campus east of Sandpoint.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**USGS LEASE – UNIVERSITY OF IDAHO RESEARCH PARK, POST FALLS**

**SUBJECT**

Request authorization for the University of Idaho to enter into a 10-year lease of 3,786 rentable square feet with the U.S. Geological Survey at the University of Idaho Research Park in Post Falls.

**BACKGROUND**

The University has recently completed construction of the Jacklin Science & Technology Building at the UIRP in Post Falls for leasing to agencies and organizations supporting the purposes of the UIRP. USGS has asked to lease office and laboratory space within the new facility. With the agency's role in water resources science and research, the University believes its programs and presence are important to advancing the Research Park's purposes.

**DISCUSSION**

USGS has requested that its lease term be at least 10 years. The longer term of the lease is appropriate for this tenant and beneficial for the purposes of the UIRP. The amount of annual rent for this lease is \$66,903.

**IMPACT**

Revenue from USGS's expected lease payments is part of the business plan to finance the development and operation of the Jacklin Science and Technology Building.

**STAFF COMMENTS**

The lease is presented to the Board under separate cover. Photocopies of the lease may be obtained by contacting the Office of the State Board of Education at 208.332.1581.

**BOARD ACTION**

A motion to approve the request by the University of Idaho to enter into a 10-year lease of 3,786 rentable square feet with the U.S. Geological Survey at the University of Idaho Research Park in Post Falls.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**FACILITIES LEASE, OPERATING AGREEMENT, AND PARKING ACCESS  
AGREEMENTS (IDAHO WATER CENTER)**

**SUBJECT**

Request authority to enter into three interrelated agreements that are integral to the implementation of the IDAHOplace development and specifically to the Idaho Water Center facility.

- 1) Request authority to enter into a Facilities Lease for the Idaho Water Center (IWC) in Boise. The University and the Idaho Department of Water Resources (IDWR) will lease the facility from the Idaho State Building Authority (ISBA).
- 2) Request authority to enter into an Operating Agreement with IDWR. The Operating Agreement establishes the responsibilities between IDWR and the University with regard to the occupation and management of the IWC as provided by the Facilities Lease.
- 3) Request authority to enter into a Parking Access Agreement with Capital City Development Corporation (CCDC), the Urban Renewal Agency for the City of Boise. The Agreement provides the University with access to public parking facilities in and around the IWC facility.

**BACKGROUND**

The 2002 session of the Idaho Legislature adopted House Concurrent Resolution No. 60 authorizing the ISBA to finance the Water Center and lease it to the University and IDWR. This Facilities Lease assigns debt service and building management responsibility for the project jointly to the University and IDWR. The Operating Agreement allocates and defines these responsibilities between IDWR and the University. The Parking Access Agreement provides access to CCDC's parking facilities and shared parking regimen for a term of 95 years.

At its meeting on June 21-22, 2001, plans for the Water Center project were presented to the Board, and the Board authorized the University to lease space in the Water Center, subsequent to the expiration of the MK Plaza IV building on August 31, 2003. At its meeting on January 21, 2002, the Board approved the form of the Facilities Lease. At its meeting on June 27, 2002, the Board reaffirmed its approval of the transaction based on further presentations by the ISBA about the respective roles of the University and the ISBA for the financing. The ISBA and the University have continued to refine cost estimates and space plans for the project and develop other documents needed for issuance of the

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

ISBA's bonds. Approval of the Facilities Lease, the Operating Agreement and the Parking Access Agreement will allow ISBA to offer the bonds for sale in mid-December, at which time the Facilities Lease and the related documents will be signed.

**DISCUSSION**

The Facilities Lease in substantially final form presented to this meeting differs from the form of facilities lease presented to the January 21, 2002 meeting in the following respects:

- IDWR and University property interests in the IWC have been combined into a single lease;
- A separate Operating Agreement between the University and IDWR has allocated responsibilities for occupation of space and management of the facility;
- Provision has been made for allocated space to the U.S. Forest Service consistent with Regents approval at the August 15, 2002 meeting;
- The form of acquisition of the real property interest in the Ada County Courthouse Corridor has been changed to conform to requirements of Ada County and the Boise Urban Renewal Agency (CCDC).

In addition to these revisions to the Facilities Lease and creation of the companion Operating Agreement, the terms of the Parking Access Agreement have not previously been available for Board review. The Parking Access Agreement minimizes the cost to the University for designing constructing, and managing the type of parking facilities necessary to permit construction of the IWC and to provide the users of the building with suitable parking. This Agreement provides access to a managed public parking system that has been integrated into the design and operation of the IWC. The University will pay \$350,000 per year for 30 years to CCDC for its provision of managed parking facilities and services. These costs will be offset by reimbursements from non-University occupants such as IDWR and the US Forest Service based on their share of space utilization of the building.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

---

**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

**IMPACT**

Annual payments required under the Facilities Lease will be established by the final bond sizing and will be paid from institutional and appropriated funds. The annual payment required by the Parking Access Agreement will also be paid from institutional and appropriated funds. As described above, a portion of this payment will be offset by reimbursements from other IWC tenants, including IDWR and USFS.

**STAFF COMMENTS**

Additional information will be provided as a separate packet to the Board concerning the Water Center.

**BOARD ACTION**

A motion to approve the resolution (EXHIBIT 3-A) as presented, authorizing the President of the Board of Regents and the President of the University of Idaho to execute and deliver documents regarding the Water Center.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**EXHIBIT 3- A**

BEFORE THE BOARD OF REGENTS  
OF THE UNIVERSITY OF IDAHO

IN THE MATTER OF THE	)	
IDAHO WATER CENTER	)	RESOLUTION
PROJECT	)	
<hr/>		
	)	

WHEREAS, the Second Regular Session of the Fifty-Sixth Legislature of the State of Idaho passed House Concurrent Resolution No. 60, 2002 Idaho Session Laws 1085 ("HCR No. 60"), wherein the Legislature authorized the University of Idaho to enter into an agreement with the Idaho State Building Authority (the "Authority") to lease a portion of the proposed building to be constructed by the Authority known as the Idaho Water Center; and

WHEREAS, the Authority and the University of Idaho have determined that the leasing of a portion of the Idaho Water Center by the University of Idaho requires the execution of several contracts, including the Facilities Lease, the Agreement for Financing and Development of the Idaho Water Center, the Parking Access Agreement, and the Operating Agreement; and

WHEREAS, Section 33-107(2), Idaho Code, grants authority to the Board of Regents ("Board") to acquire title, rights and interests in real property; and

WHEREAS, the Board has determined that the occupancy of the Idaho Water Center by the University of Idaho effects the purposes of Section 33-2801, *et seq.*, Idaho Code, and HCR No. 60.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the President of the Board, on behalf of the Board, to execute and deliver the Facilities Lease, the Agreement for Financing and Development of the Idaho Water Center, the Parking Access Agreement and the Operating Agreement and such other documents as may be required or necessary in connection with leasing a portion of the Idaho Water Center for the University of Idaho, and to take all such and further consistent actions as the President shall deem necessary, desirable, appropriate or expedient, in his discretion, to carry into effect the provisions of this Resolution and HCR No. 60.

BE IT FURTHER RESOLVED, that the Board hereby authorizes the President of the University of Idaho, on behalf of the University of Idaho as a constitutional entity, to execute and deliver the Facilities Lease, the Agreement for Financing and Development of the Idaho Water Center, the Parking Access Agreement, and the Operating Agreement and such other documents as may be required or necessary in connection with leasing a portion of the Idaho Water Center for the University of Idaho, and to take all such and further actions as may be required by law and as the President of the University of Idaho shall deem necessary, desirable, appropriate or expedient, in his discretion, to carry into effect the provisions of this Resolution and HCR No. 60.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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PASSED AND APPROVED this \_\_\_\_\_ day of December, 2002.

\_\_\_\_\_  
BLAKE HALL, President

ATTEST:

\_\_\_\_\_  
ROD LEWIS, Secretary

Comparison of initial Facilities Lease presented to Regents 1/02

to HTEH DRAFT - 11/13/02

**FACILITIES LEASE  
(Idaho Water Center)**

THIS FACILITIES LEASE, is made and is effective as of the 1st day of December, 2002, between the IDAHO STATE BUILDING AUTHORITY (the "Authority"), as lessor, ~~and the STATE OF IDAHO (the "State")~~, acting ~~by and~~ through the DEPARTMENT OF WATER RESOURCES ("IDWR"), the IDAHO WATER RESOURCE BOARD, the DEPARTMENT OF ADMINISTRATION, and THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the ~~"Regents" "University"~~) ~~(the Regents collectively with the State, each of which are state bodies as defined in the "Idaho State")~~ Building Authority Act, as lessee.

**RECITALS**

A. The Authority was created by the Idaho State Building Authority Act, Title 67, ~~Chapter~~ chapter 64, Idaho Code (the "Act"), to finance, construct, and operate facilities for the purposes set forth in the Act; and

B. The Authority is empowered by the Act, among other powers, to acquire property; to enter into agreements with ~~the State of Idaho or~~ any agency, board, department or commission ~~thereof of the State of Idaho~~ in furtherance of the purposes of the Act, including the acquisition, development, maintenance, operation, and financing of any facility; to provide for the construction, reconstruction, improvement, alteration, or repair of any facility or part thereof; and to lease such facilities to ~~any~~ State ~~state~~ body as defined in the Act; and

C. In accordance with the provisions of Idaho Code, Section 67-6410(a), the Idaho Legislature, pursuant to ~~Senate~~ House Concurrent Resolution No. ~~60~~, 60, Second Regular Session of the Fifty-~~sixth~~ Sixth Legislature, has authorized the ~~Regents~~ University and IDWR as state bodies under the Act to enter into agreements with the Authority as may be reasonable and necessary for the purpose of providing financing ~~to develop and construct~~ Facilities development of office, as hereinafter defined, research and educational facilities for their use ~~by the State~~; and

D. ~~Senate Concurrent Resolution No. 60 also authorizes the Authority to provide facilities to the Idaho~~ The Department of ~~Water Resources, and the Authority intends to enter into~~ Administration ~~is a separate lease with the State, acting through the Department~~ party to this Facilities Lease because of ~~Water Resources, for the facilities to be provided to the Department~~ its obligation to contract on behalf of Water Resources State departments, agencies and institutions pursuant to Idaho Code § 67-5708; and

E. The Idaho Water Resource Board is a party to this Facilities Lease because of its power to contract on behalf of IDWR; and

E. ~~E.~~ The Authority will enter into ~~a ground lease of land owned by~~ an agreement with Ada County, Idaho ~~(either directly from Ada~~ the "County") providing for the Authority to acquire from the County ~~or as a sublease~~ that certain Civic Plaza Condominium Unit No. 101 ("Unit No. 101") under that certain Declaration of Covenants and Restrictions Establishing a Plan of existing leases Ownership For Civic Plaza Condominiums recorded on October 9, 2002 as Instrument No. 102116495 (the "Civic

Plaza Condominium Declaration”), such Unit No. 101 constituting the site upon which ~~Ada County is the ultimate lessor~~), and Authority will undertake the ~~acquisition, development, construction, financing and leasing~~ of ~~Facilities to the State~~ a building known as the “Idaho Water Center; and” and

G. The University will enter into a Parking Access Agreement (the “Parking Access Agreement”), with the Urban Renewal Agency of the City of Boise, also known as Capital City Development Corporation (“CCDC”) providing for parking access for the use of the State in certain public parking facilities operated and to be operated by CCDC.

H. The Authority will enter into a sublease agreement (the “Fleet Space Sublease”) with CCDC providing for the lease of those certain Civic Plaza Condominium Unit Nos. 302A and 302B (“Unit Nos. 302A and 302B”) under the Civic Plaza Condominium Declaration, such Units Nos. 302A and 302B constituting the site of secure fleet parking and related facilities.

I. F. The Authority ~~will intends to~~ finance the cost of acquisition of the Facilities (as defined herein) and related costs by the issuance of bonds or other evidences of indebtedness as authorized by the Act; and

J. G. The State will lease the Facilities from the Authority to be used and occupied upon the terms and conditions set forth in this Facilities Lease.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants set forth herein, the parties agree:

~~ARTICLE 1~~ —  
~~Findings and Declaration~~

ARTICLE 1  
FINDINGS AND DECLARATION

**Section 1.1 Findings.** The Authority has found and declared, in accordance with Section 67-6410(c), Idaho Code, that the Facilities will be of public use and will provide a public benefit to the people of the State of Idaho.

**Section 1.2 Declaration.** The parties agree and acknowledge that the Recitals contained in this Facilities Lease are true and are incorporated into this Facilities Lease as if set forth in full. This Facilities Lease shall constitute the agreement of the Authority to provide the Facilities as required by Section 67-6410(b), Idaho Code.

~~ARTICLE 2~~ —  
~~Definitions~~

ARTICLE 2  
DEFINITIONS

The terms used herein shall have the following meanings:

A. **"Act"** shall mean Chapter 64, Title 67, Idaho Code, as it now exists and as it may hereafter be amended and supplemented.

B. **"Annual Rent"** shall mean, with respect to the initial term of this Facilities Lease and each renewal term thereof, the Basic Rent and Additional Rent determined in accordance with Article ~~VI~~ 6 hereof due and payable by the State to the Authority with respect to the Facilities for such lease term.

C. **"Authority"** shall mean the Idaho State Building Authority, an independent public body corporate and politic of the State of Idaho, created by and existing under the Act.

D. **"Bonds"** shall mean the portion of any bond or bonds, note or notes, or other evidences of indebtedness, including the State Building Revenue Bonds, Series 2002A (the "Series 2002A Bonds") and the State Building Revenue Bonds (Taxable) Series 2002B (the "Series 2002B Bonds") issued by the Authority for the purpose of financing the Cost of Acquisition and Construction and bonds or notes issued to refinance all or any part thereof and any bonds or notes issued to finance any additions, modifications or replacements of the Facilities from time to time hereafter.

E. **"Bond Resolution"** shall mean the resolution or resolutions of the Authority, as amended and supplemented, authorizing the issuance of Bonds.

F. **"Civic Plaza Condominium Declaration"** shall mean the Declaration of Covenants and Restrictions Establishing a Plan of Ownership for Civic Plaza Condominiums recorded on October 9, 2002, as Instrument No. 102116495.

G. **"Code"** means the Internal Revenue Code of 1986, as amended, regulations thereunder and rulings and judicial decisions interpreting or construing the Code.

H. **"Cost of Acquisition and Construction"** shall mean any proper and reasonable cost, whether or not specifically mentioned herein, of acquisition, development and design and construction of the Facilities, including ~~furniture,~~ fixtures, ~~all~~ and machinery, apparatus and equipment; of engineering and architectural services, designs, plans, specifications and surveys; planning, analysis, project management, administration, inspection and similar services in connection with the Facilities; acquisition or lease of any land or interest therein for use in connection therewith; preparation of the sites thereof and of any land to be used in connection therewith; any indemnity and surety bonds and insurance premiums; allocable administrative and general expenses of the Authority; allocable portions of legal fees, audits, fees and expenses of any trustees, depositories and paying agents, financial advisors, underwriters and others for the Bonds; issuance of the Bonds, interest on and other financing charges, and fees and expenses of other advisors and consultants necessary or appropriate in connection therewith; the payment of any Bonds of the Authority (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Facilities; expenses necessary or incidental to determining the feasibility or practicability of the Facilities; and all other reasonable expenses not specified herein as may be necessary or incidental to the development, design, construction and acquisition of the Facilities, the financing thereof, and the placing of the same in use and operation.

~~G. **"Construction Agreement"** shall mean the document, attached hereto as Exhibit C, containing the terms and conditions of the construction and development of improvements by the Authority on the real property and easements set forth in Exhibit A.~~

I. **"Facilities"** shall mean ~~the portion of the real property and improvements~~ Unit No. 101, Unit Nos. 302A and 302B, and any limited common area related to such units further described in Exhibit A, ~~which is annexed hereto and by reference made a part hereof, which shall be~~ the building and facilities to be built on Unit No. 101 which Facilities shall be commonly known as the "Idaho Water Center," ~~together with the common areas thereof~~ parking and related facilities to be constructed on Unit Nos. 302A and 302B and all equipment, ~~furniture,~~ fixtures, improvements, appurtenances, and other facilities to be designed and constructed thereon or installed therein ~~as more particularly described.~~ This definition of Facilities is intended to refer at all times to the real and personal property interests leased by the Authority to the State hereunder. Accordingly, if at any time Option Space is acquired through the exercise of an option to purchase granted hereunder, such portion of the Facilities comprising the Option Space will thereupon cease to be included in Exhibit B hereof the definition of Facilities.

~~J.~~ **"Facilities Lease"** shall mean this Facilities Lease, including any amendments or supplements thereto.

~~K.~~ **"Fiscal Year"** shall mean the twelve-month period of each year beginning July 1 and ending on the following June 30.

~~K.~~ —

~~L.~~ **"Ground Lease IDWR Rent"** shall mean the ~~Ground Lease, entered into~~ portion of the Annual Rental IDWR is obligated to pay as provided in the Operating Agreement.

~~M.~~ **"Operating Agreement"** shall mean the operating agreement, dated as of \_\_\_\_\_, 2002, between the Authority University, IDWR, and Ada County, Idaho or its sublessee the Idaho Water Resource Board, which shall provide for the division between the University and assigns, coincidentally herewith, which document is attached hereto as Exhibit D, containing the terms IDWR of all rights and conditions of the lease of the real property and interests therein described in Exhibit A, obligations of the State as the lessee under this Facilities Lease.

~~N.~~ ~~L.~~ **"Operating Costs"** shall mean the Authority's expenses (including reasonable reserves for such expenses) for ~~lease of any land~~ condominium assessments, allocable administration and general expenses of the Authority, expenses for maintenance and repairs, insurance premiums, utility charges, legal, financial, architectural and engineering expenses, fees and expenses of fiduciaries under the Bond Resolution, bond insurance, guaranty and/or letter of credit fees, interest and finance charges, and any other expenses or contingencies to be paid or provided for by the Authority, all to the extent properly attributable to the Facilities and payable by the Authority. Operating Costs shall not include any Cost of Acquisition and Construction or any provision for depreciation, amortization or similar charges or any expenses for maintenance and repairs, utility services or insurance ~~to be paid for or provided by the State directly or as a reimbursement pursuant to the Authority of such expenses~~ this Facilities Lease.

~~ARTICLE 3~~ —  
**Lease of Project; Term of Lease**

~~O.~~ **"Option Space"** shall mean a portion of the Facilities not to exceed twelve percent (12%) of the "Net Rentable Square Footage" (as determined under standards established by the Building Owner Managers Association) of the Facilities to be conveyed to the State upon exercise of an option under Article 11 hereof.

~~P.~~ **"Unit No. 101"** shall mean Civic Plaza Condominium Unit No. 101 under the Civic Plaza Condominium Declaration on which the Facilities shall be constructed, as further described in Exhibit A hereof.

~~Q.~~ **"Unit Nos. 302A and 302B"** shall mean Civic Plaza Condominium Unit No. 302A and Unit No. 302B under the Civic Plaza Condominium Declaration on which secure fleet parking and related facilities shall be built, as further described in Exhibit A hereof.

~~R.~~ **"University"** shall mean The Regents of the University of Idaho, a body politic and corporate organized under the Constitution and laws of the State of Idaho.

~~S.~~ **"University's Rent"** shall mean the portion of the Annual Rent the University is obligated to pay as provided in the Operating Agreement.



**ARTICLE 3**  
**LEASE OF PROJECT; TERM OF LEASE**

**Section 3.1 Lease of Facilities.** The Authority hereby leases the Facilities to the State for ~~the its~~ use ~~by the State~~ in furtherance of the public benefit, and the State hereby leases the Facilities from the Authority on the terms and conditions set forth herein. Through the Operating Agreement, the University and IDWR have allocated between each other the rights and obligations of the State as the lessee under this Facilities Lease. The State shall provide notice of such allocation to the Authority consistent with the Operating Agreement, and the Authority agrees to abide by such allocation for all purposes hereunder, except that in the absence of such notification, the Authority may treat the University as the primary contact for all issues relating to this Facilities Lease.

~~As affects this Lease, the Regents shall have the primary responsibility to act on behalf of the State. The Regents are authorized and empowered to act on behalf of the State of Idaho in all respects pertaining to the planning, selection, development, design and construction of the Facilities and as to all of the obligations of the State under this Lease. The State of Idaho hereby authorizes the Regents to act as its representative and agent in all respects pertaining to this Lease, and the State of Idaho shall be fully bound by all acts, authorizations, representations and decisions of the Regents, except as otherwise expressly provided in this Lease.~~

**Section 3.2 Term of Lease.** This Facilities Lease shall be in full force and effect from the effective date hereof. The initial term of ~~the this~~ Facilities Lease shall extend from the effective date hereof through June 30, ~~2003-2004~~. The State shall have the option to renew this Facilities Lease in accordance with the provisions hereof for successive Fiscal Years thereafter and each such renewal of this Facilities Lease shall be deemed to be exercised, automatically and without further action by the State, unless the State shall notify the Authority in writing of its intent not to renew this Facilities Lease not later than ten (10) months prior to the expiration of any lease term; ~~provided, however, that the term of this Lease shall not extend beyond the term of the Ground Lease.~~

~~ARTICLE 4~~  
~~Acquisition, Development and Financing~~

**Section 3.3 Compliance with the Fleet Space Sublease.** The State hereby agrees that it will comply with the Fleet Space Sublease.

**ARTICLE 4**  
**ACQUISITION, DEVELOPMENT AND FINANCING**

**Section 4.1 Acquisition and Development of Facilities.** The Authority agrees to acquire real property by ~~the Ground Lease purchase~~ or ~~otherwise, land lease~~ for use as the site of the Facilities and to diligently undertake development of the Facilities and to enter into agreements for project management ~~and for the~~ design, construction, and installation of improvements ~~and furniture~~, fixtures and equipment of the Facilities; ~~provided that the Authority may designate the Regents as its agent for such purposes by notice to the Regents.~~

**Section 4.2 Idaho Water Center Condominium.** The Authority agrees to use its best efforts to cause Unit No. 101 to be subdivided as a condominium into separate condominium units. Within a reasonable time following substantial completion of the construction of the Facilities, the Authority will create a condominium of Unit No. 101, including the platting thereof and the preparation of a condominium declaration in substantially the form approved by the State contemporaneously with the execution and delivery of this Facilities Lease, which will, upon the proper recording thereof, create the Idaho Water Center Condominiums (the "IWC Condominiums") and the separate units therein.

**Section 4.3** ~~Section 4.2~~ **Financing of Facilities by the Authority.** The Authority agrees to finance the Cost of Acquisition and Construction of the Facilities by the issuance of Bonds as authorized by the Act. The Authority may from time to time refinance or refund such Bonds as the Authority may deem appropriate; provided the Authority shall not refinance or refund such Bonds without the written consent of the State if to do so would increase the Basic Rent due hereunder. The Authority shall give written notice to the State of its intent to refinance or refund such Bonds.

**Section 4.4** ~~Section 4.3~~ **Bond Anticipation Notes.** The Authority may issue bond anticipation notes payable from proceeds of Bonds.

## ARTICLE 5 USE OF FACILITIES

**Section 5.1** ~~ARTICLE~~ \_\_\_\_\_ **5**  
Use of Facilities

### ~~Section 5.1~~ **Use of Facilities**

~~(1) .—The State agrees that the Facilities shall be used by the State and other public and private companies, including the Department of Water Resources, to promote educational and business opportunities mentally and for such other public uses which may at the time be lawful and in the best interests of the State. The~~ With the written consent of the Authority ~~agrees that, which shall not be unreasonably withheld,~~ the State may enter into ~~such~~ agreements ~~as may be reasonable and appropriate with private prison~~ other entities including private entities and federal and local government entities ("Other Entities") for the operation ~~companies for the purpose of operating and/or maintenance of~~ the Facilities or ~~occupying for the sublease, use or occupancy of~~ portions of the Facilities, ~~provided such agreements shall not adversely affect the tax-exempt status of the Bonds.~~ by Other Entities upon the following conditions:

## ~~ARTICLE 6~~ \_\_\_\_\_ **Rent**

(a) the nature and extent of the proposed agreements with Other Entities shall not, either collectively or individually, adversely affect the tax-exempt status of the Series 2002A Bonds;

(b) such proposed agreements, subleases, users or uses, both collectively and individually, shall be compatible with, and complementary to, the interests in, and uses of, the Facilities by the State; and

(c) such proposed agreements, subleases, users or uses do not violate or contravene any term or provision of this Facilities Lease and are subject to the terms of this Facilities Lease, including without limitation, the provision that the term of any sublease shall expire at the end of the term of this Facilities Lease.

In the event the State desires to enter into agreements with Other Entities relating to the Facilities, the State shall request the Authority's consent thereto by written notice to the Authority setting forth a complete description of (a) the Other Entity, (b) the proposed services or uses to be provided by or made available to the Other Entity, (c) the proposed agreements or subleases, and (d) the proposed compensation or benefit to be provided to the Other Entity. The Authority shall approve such requests in accordance with the provisions of Section 5.1(1)(a) through (c) above, and subject to such additional terms as shall be agreeable by the Authority, the State and the Other Entity.

**ARTICLE 6**  
**RENT**

**Section 6.1 Payment of Annual Rent.** In consideration of the lease of the Facilities, the State shall pay to the Authority, in advance and without any set off or deduction whatsoever, the following Annual Rent:

(1) For the period of the initial term of this Facilities Lease in the Fiscal Year ending June 30, ~~2003,2004~~, the State shall pay no Annual Rent.

(2) For the renewal term of this Facilities Lease commencing July 1, ~~2003~~2004 and for each annual renewal term thereafter, the State shall, within 30 calendar days following the commencement of such renewal terms, pay in advance:

(a) As and for Basic Rent, an amount for such term which shall equal the principal installments, including sinking fund deposits, and interest payable in the corresponding Fiscal Year in accordance with the Bond Resolution with respect to the Bonds; and

(b) As and for Additional Rent as follows:

(i) the ~~pro-rata~~ amount estimated by the Authority to be sufficient to provide the Authority with adequate monies to pay all Operating Costs attributable to the Facilities for the applicable term of this Facilities Lease, plus

(ii) the ~~pro-rata~~ amount, if any, of deposits to any debt service reserve account, any operating fund, and any other reserve or expense accounts required to meet all terms and conditions of the Bond Resolution. ~~The Authority will provide to the State an estimate of Operating Costs which shall accompany its statement for Additional Rent.~~

The Authority will provide to the State an estimate of Operating Costs attributable to the Facilities, which estimate shall accompany its statement for Additional Rent.

(3) Annual Rent payable for any renewal term shall not be deferred or abated because of delays in completion of the construction of the Facilities or delays in completion of any repair or replacement of damage to the Facilities.

(4) Any installment of Annual Rent which is not paid by the State on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.

(5) The Authority and the State hereby agree that the Basic Rent in any ~~Lease term shall be reduced by any amounts on deposit with the Authority legally available for and allocated by the Authority to the payment of principal and interest on the Bonds.~~ lease term shall be reduced by any amounts on deposit with the Authority legally available for and allocated by the Authority to the payment of principal and interest on the Bonds including, without limitation, capitalized interest deposited from the proceeds of the Bonds and funds on deposit in the debt service fund for the Bonds established under the Bond Resolution.

(6) Basic Rent shall be increased or decreased as appropriate to reflect the issuance by the Authority of Bonds bearing interest at a variable rate and issuance of any additional Bonds issued to refinance the Facilities, in whole or in part, or any additional Bonds issued for the purposes set forth in Section 9.1 hereof or issued to finance additions, modification or replacement of the Facilities or any part thereof.

(7) ~~(6)~~ Annual Rents shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payment, provided that, upon prior written approval of the Authority, the State may transfer funds through electronic funds transfer. Payment shall be made at the office of the Authority or such other place or places as may be designated in writing by the Authority.

(8) ~~(7)~~ The State and the Authority have agreed and determined that such Annual Rent represents the fair market rental value of the Facilities. In making such determination, consideration has been given to the Cost of Acquisition and Construction, and the costs of financing of the Facilities and the Operating Costs thereof, and the uses and purposes of the Facilities which will accrue to the State and the Authority and the general public by reason of the use and occupancy thereof by the State and ownership by the Authority.

**Section 6.2 Sources of Payment of ~~Annual Rent~~Rentals.**

(1) ~~—~~The ~~Regents~~University may apply any general account appropriated funds of the State of Idaho or any non-~~—~~appropriated funds under the supervision of the ~~Regents~~University, including but not limited to funds derived by the ~~Regents~~University from subleases ~~efor~~ portions of the Facilities ~~approveddiscussed~~ under Section ~~44.55.1~~ hereof, to the payment of Basic Rent and Additional Rent hereunder. The parties hereto acknowledge that the Board of Regents of the University of Idaho and State Board of Education (the “Board”) allocates a lump sum appropriation of general account funds of the State of Idaho to the University of Idaho separately from other lump sum appropriations that the Board allocates to other institutions under its supervision, and that the President of the University (the “University President”) includes such appropriated funds in the operating budget of the University. In furtherance order to effectuate payment of the foregoing University’s Rent hereunder from appropriated funds, the Regents agree University President agrees to budget submit to the Board an amount equal to operating budget that provides for the Basic University’s Rent and Additional Rent due hereunder to be paid from the general account appropriated funds allocated as a lump sum to the University, provided that the operating budget may also indicate the replacement of such funds from other University sources.

(2) IDWR will apply general account appropriated funds from its departmental operating budget to the payment of the IDWR Rent. Nothing hereunder shall obligate the Idaho Water Resource Board to use any funds other than funds in IDWR’s departmental operating budget from general account appropriated funds to pay IDWR Rent.

**Section 6.3 Application of Rent.** The Authority covenants to use and apply Annual Rent to payment of debt service of the Bonds, Operating Costs, deposits to required reserve accounts and other appropriate purposes pertaining to the Facilities and/or the Bonds all as provided in the Bond Resolution.

~~ARTICLE 7~~  
~~Operation and Maintenance of the Facilities~~

ARTICLE 7  
OPERATION AND MAINTENANCE OF THE FACILITIES

**Section 7.1 Operation, Repairs, and Maintenance.** The State shall, throughout the term of this Facilities Lease and each renewal term thereof, at the ~~State's~~ cost and expense of the State, keep and maintain or cause to be kept and maintained, the Facilities and all equipment, fixtures, additions and improvements thereof, in good order and condition, and shall, at the ~~State's~~ cost and expense of the State, make or cause to be made all necessary repairs, renewals, and replacements with respect to the Facilities. To the extent ~~required,~~ repairs, ~~renewals~~ or replacements are insured under policies maintained by ~~Lessor~~ the Authority and insurance proceeds are paid to the Authority, the State shall be entitled to such insurance proceeds to the extent of the actual costs incurred by the State and except to the extent the insurance proceeds are required to be otherwise applied in accordance with the terms of the Bonds. ~~In~~ Subject to Section 10.1, in the event the Facilities or any part thereof are damaged or destroyed by uninsured or partially uninsured casualty of any kind, the State shall either replace or rebuild the Facilities in equal value, or pay such sums to the Authority as may be required to fully pay and discharge the ~~bonds~~ Bonds.

**Section 7.2 Utilities.** The State shall pay or cause to be paid all costs, expenses, ~~and~~ charges for water, electricity, lights, heat, power, sewage, telephone, and other utility services, rendered or supplied upon or in connection with the Facilities during the term of this Facilities Lease and each renewal term.

**Section 7.3 Insurance** ~~Insurance.~~ The State shall maintain or cause to be maintained with responsible insurers or under an established program of self-insurance (as considered to be adequate by an Insurance Consultant as defined in and pursuant to the Bond Resolution) the following kinds and amounts of insurance acceptable to the Authority with respect to all existing buildings, improvements, equipment and other property comprising any part of the Facilities and/or the use of the Facilities at all times ~~during construction of the Facilities and~~ throughout the initial term and each renewal term of this Facilities Lease:

(a) Commercial general liability insurance (CGL) and, if necessary, commercial umbrella insurance and property damage liability, and errors and omissions liability as shall afford protection to the Authority in an amount of not less than \$1,000,000 for each occurrence. The commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Such insurance shall protect the Authority to the same extent as the State is protected from claims, demands, causes of actions, penalties, including costs and attorney fees, arising out of the use or occupancy of the Facilities. From time to time during the term of this Facilities Lease and each renewal term, if, in the opinion of the Authority and based on local standards, the amount of CGL insurance is not adequate, upon written request of the Authority, the State will increase the amount of CGL insurance to the amount determined adequate by the Authority.

(b) Commercial property insurance in the amount of the full replacement value of the completed Facilities or any portion thereof, including fixtures, equipment, lessee improvements and betterments. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 1030 and, if reasonably available, earthquake and flood insurance, debris removal, operation of building laws, extra expense, consequential loss, loss of rents and/or business interruption. Such loss of rents or business interruption insurance shall be in an amount equal to Annual Rent payable to the Authority by the State with respect to the Facilities during such time or times as the use of the Facilities may be totally or partially interrupted or the

construction thereof delayed as a result of damage or destruction resulting from perils insured against pursuant to subsection (1)(b) of this Section 7.3.

(c) All insurance required by ~~this~~ Section ~~7.3~~ shall be carried for the benefit of the Authority and each policy therefor, or contract thereof, shall contain a loss payable clause providing for the proceeds thereof to be payable to the Authority and to the trustee of the Bonds to the extent of their interest therein, and the Annual Rent otherwise payable by the State with respect to the Facilities shall be reduced by the amount of business interruption or loss of rents insurance payments, if any, made to the Authority and/or the trustee of the Bonds.

(d) Workmen's Compensation Insurance in the amount and in the form which the ~~Authority~~ State ~~shall be~~ is required by law to ~~provide or which is customarily carried by others in similar circumstances as the Authority State~~ maintain.

(e) Any other insurance agreed to in writing by the State and the Authority.

(f) Any other insurance required by the terms and conditions of the Bonds.

(2) All insurance procured and any self-insurance plan maintained by the State shall comply with the following requirements:

(a) Each policy or policies of insurance shall be written by insurance companies authorized to do business in the State of Idaho and furnished through an insurance carrier or carriers satisfactory to the Authority or through a self-insurance plan satisfactory to the Authority and an Insurance Consultant pursuant to the Bond Resolution.

(b) True, correct and complete copies of all insurance policies or self-insurance plan and all endorsements, changes, amendments and supplemental provisions thereto shall be continually maintained by the State and shall be available for inspection and copying by the Authority at all times during the ~~State's~~ regular office hours of the State.

(c) All such insurance shall provide that coverage shall not be canceled or amended except upon sixty (60) calendar days prior written notice to the Authority. The Authority shall be furnished current certificates upon the commencement of the initial term and each renewal term of this Facilities Lease showing that all such insurance fully complies with the terms of this Facilities Lease, and current certificates shall be furnished at any other time or times as may be reasonably requested.

(d) All policies of insurance obtained by and any self-insurance plan maintained by the State shall include provisions that coverage shall not be affected, reduced or waived by any inaccurate or misleading statement or information furnished by the State in obtaining such insurance nor shall insurance under such policies furnished to the Authority be reduced by any actual or alleged breach of warranties made by the State in obtaining such insurance. All liability insurance furnished by the State shall include insurance covering the obligations of the State under Article ~~VIII~~ 8 of this Facilities Lease.

(3) The Authority and the State hereby release each other from any and all liability or responsibility to the other as to any person claiming through or under either by way of subrogation or otherwise for any loss or damage to property caused by any casualty insured by the above-described coverages, even if the loss is caused by the fault or negligence of the other party or by any party for whom the other party is responsible.



(4) All insurance provided to the Authority by the State pursuant to this Facilities Lease shall name the Authority as additional insured and contain a loss payable clause providing for payment of proceeds to the Authority and the trustee of the Bonds.

(5) In the event the Authority is able to procure any or all of the insurance coverages herein required at a cost less than the cost incurred by the State thereof, the Authority agrees to do so and the cost thereof shall be included as Operating Costs of the Authority. In such event the obligation of the State to provide any such insurance shall continue until the insurance coverage procured by the Authority is actually in effect. Upon the expiration or termination of any insurance procured by the Authority hereunder, the State shall immediately, without any interruption in insurance coverage, procure and maintain such coverage.

~~ARTICLE 8~~  
~~Indemnity~~

ARTICLE 8  
INDEMNITY

**Section 8.1 ~~Lessee-Indemnification of State.~~** The State hereby agrees to defend, protect, hold harmless and indemnify the Authority and its agents, employees, representatives, successors, and assigns, against all demands, claims, liabilities, causes of action or judgments, and all loss, expense and damage of any and every sort and kind, including, but not limited to, costs of investigations and attorneys' fees and other costs of defense, for:

(1) injury to person or property occurring in, upon or about the Facilities or any adjacent or related real property or improvements owned, occupied or controlled by the State or any ~~of its~~ agencies, departments, bureaus or subgovernmental entities of the State of Idaho;

(2) injury to person or property arising out of the use or occupancy of the Facilities or relating in any manner to operations conducted thereon;

~~(3) inmate resident suits of any kind;~~

(3) ~~(4)~~ any other premises liability relating to the Facilities;

(4) ~~(5)~~ any loss to person or property to the extent of its self-insurance, if any; and

(5) ~~(6)~~ all liability whatsoever arising out of any public or governmental activities of the State of Idaho of any kind or nature whatsoever relating to the Facilities.

~~In particular, but without limiting the generality of the foregoing, the State acknowledges that the Facilities are intended for occupancy by potentially or actually dangerous individuals and that the Facilities have been designed and constructed in accordance with the State's objectives and desires, and by persons acceptable to the State. As a material inducement to the Authority entering into this Lease, the State agrees to protect, defend and indemnify the Authority from any such demand, claim, liabilities, causes of action, judgment, loss, expense or damage of any kind or nature asserted by any person, including any invitees, employees or occupants and any other persons, arising out of or relating to the confinement, release, escape or unintended release of persons temporarily or permanently occupying the Facilities or any portion thereof.~~

Nothing in this Article ~~VIII~~ shall be construed as the agreement of the State to indemnify the Authority from liability for damages arising out of personal injury or damage to property caused solely and exclusively by the negligence of the Authority.

**Section 8.2 ~~Lesser~~Authority's Indemnification.** The Authority hereby agrees to defend, indemnify and save the State harmless from and against any and all liability, loss, damage, cost and expense, including court costs and attorney fees of whatever nature or type, whether or not litigation is commenced, that the State may incur, by reason of any act or omission of the Authority, its employees or agents or any breach or default of the Authority in the performance of its obligations under this Facilities Lease. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the State.

~~ARTICLE 9~~  
~~Alterations, Additions, and Improvements~~

ARTICLE 9  
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

**Section 9.1 Alterations, Additions, and Improvements.** The State shall have the right, with the consent of the Authority which shall not be unreasonably withheld, at any time and from time to time during the term of this Facilities Lease, at the ~~State's~~ costs and expense of the State, to make such repairs, replacements, alterations, additions, expansions and improvements, structural or otherwise, to the Facilities, as the State shall deem necessary or desirable in connection with its use of the Facilities. Once commenced, all repairs, replacements, alterations, additions, expansions and improvements shall be diligently pursued to completion. All such repairs, replacements, alterations, additions and improvements shall be of such character as to not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof and all the costs thereof shall be promptly paid or discharged so that the Facilities shall at all times be free of liens or claims for labor and materials supplied thereto. All repairs, replacements, alterations, additions, fixtures and permanent ~~improvement~~improvements to the Facilities shall be and become a part of the Facilities and shall become the property of the Authority.

**Section 9.2 ~~Furniture, Fixtures, and Equipment.~~** The State shall maintain an inventory of all ~~furniture, fixtures, and~~ equipment and other tangible personal property provided by the Authority with the Facilities and shall have the right to replace, at its expense, such tangible personal property as the State shall deem necessary or desirable in connection with its use of ~~the Facilities. The State shall, upon request, provide to the Authority an inventory of furniture, fixtures, and equipment in use at the Facilities provided by the Authority with~~ the Facilities.

~~ARTICLE 10~~  
~~Damage, Destruction, and Condemnation~~

ARTICLE 10  
DAMAGE, DESTRUCTION, AND CONDEMNATION

**Section 10.1 Damage, Destruction, and Condemnation.** ~~In~~Subject to the provisions of the Civic Plaza Condominium Declaration, in the event of damage, destruction, or condemnation of the Facilities, or any part thereof, the net proceeds of any insurance or condemnation awards with respect to the Facilities and, to the extent necessary, the proceeds of any additional Bonds which may be issued by the Authority for such purpose pursuant to the terms and conditions of the Bonds, shall be used and applied by the Authority in accordance with the terms of the Bonds to repair, restore, rebuild, or replace the Facilities; provided, however, that, in the event of total or substantial destruction or condemnation of the Facilities or in the event that the aforesaid insurance proceeds, condemnation awards, and proceeds of Bonds are not sufficient to repair, restore, rebuild, or replace the Facilities, the Authority may elect not to repair, restore, rebuild, or replace the Facilities, in which case the net proceeds of all insurance and condemnation awards, together with all other available funds, shall be applied in accordance with the terms of the Bonds. Any such repair, restoration, rebuilding, or replacement of the Facilities may be in accordance with such different design, plans, and specifications



approved by the State as will or may provide facilities of the same or different nature or use, so long as any such change therein or thereof shall not reduce or otherwise adversely affect the value of the Facilities or the rental value thereof. In consideration of the Authority proceeding with the repair, restoration, rebuilding, or replacement of the Facilities as above provided, the State shall continue to pay the Annual Rent due under this Facilities Lease, except to the extent the Authority actually receives proceeds of business interruption or loss of rents insurance described in Section 7.3 hereof.

~~ARTICLE 11~~

~~ARTICLE 11~~  
~~Particular Covenants~~OPTIONS TO PURCHASE

**Section 11.1 Grants of Option to Purchase.** The Authority hereby grants to the State the rights to purchase the Option Space for the purchase price and upon the terms hereafter set forth (the "Options"). The State may exercise the Options at any time after the execution of this Facilities Lease in such increments as the State shall determine.

**Section 11.2 Exercise of Options.** Any Option may be exercised only by written notice from the State to the Authority and trustee of the Bonds specifying the desire to purchase all or a portion of the Option Space and such notice shall reasonably describe the portion of the Option Space to be purchased.

**Section 11.3 Purchase Price.**

A. The applicable purchase price under any Option shall be an amount reasonably acceptable to the Authority as a "fair price." The Authority shall be permitted to deem acceptable as a "fair price" for any Option Space an amount not less than either (i) the Cost of Acquisition and Construction of such Option Space, or (ii) the fair market value of such Option Space as established by an MAI appraisal rendered by an appraiser acceptable to the Authority.

B. Proceeds from the sale pursuant to exercise of any Option shall be applied in the following order: (1) first, to pay all costs and expenses to be reasonably incurred by the Authority in the sale pursuant to exercise of the Option; (2) second, to pay all costs and expenses in the redemption and/or defeasance, if any, of the Bonds, including costs of conveyance, closing, attorney fees, bond counsel fees, trustee fees and similar expenses; and (3) third, for deposit into the Bond Fund established by the Bond Resolution for payment of principal and interest on the Bonds at maturity, call for redemption or otherwise, in the amount equal to the remaining proceeds from the sale pursuant to exercise of the Option.

C. The applicable Closing of the purchases under any Option shall occur within a reasonable time after the receipt of a notice of exercise of option to purchase by the Authority. Upon closing, the Authority shall convey title to the portion of the Option Space purchased under the Option by Special Warranty Deed to the State, or another entity if so directed by the State, warranting only that the Authority has not encumbered the property except as specifically disclosed in such deed and subject to any encumbrances created by the State. The State shall be responsible for any title insurance relating to such purchases.

**ARTICLE 12**  
**PARTICULAR COVENANTS**

**Section 12.1 SECTION 11.1 Compliance with Laws and Regulations.** The State shall, at its own cost and expense, promptly comply with, or cause to be complied with, all laws and ordinances, rules, regulations and other governmental requirements, whether or not the same require structural repairs or alterations, which may be applicable to the State, the Facilities or the use or manner of use

of the Facilities. The State shall also observe and comply with the requirements of all policies and arrangements of insurance at any time in force with respect to the Facilities.

**Section 12.2** ~~Section 11.2~~ **Covenant Against Waste.** The State hereby covenants not to do or suffer or permit to exist any hazardous materials, contamination, waste, damage, disfigurement or injury to, or public or private nuisance, in or upon the Facilities in violation of any State of Idaho or federal laws or regulations and agrees ~~agree~~ to pay all costs, ~~changes~~ charges, penalties or any other expense reasonably incurred or to be incurred to remove, restore or reclaim the Facilities ~~or by~~ premises ~~reason~~ thereof.

**Section 12.3** ~~Section 11.3~~ **Right of Inspection.** The State hereby covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Facilities at reasonable times during usual business hours for the purpose of inspecting the same, subject to reasonable security requirements and procedures of the State.

**Section 12.4** ~~Section 11.4~~ **Condition of Facilities.** The Authority makes no representation regarding the condition of the ~~Facilities or land~~ interest in real property represented by Unit No. 101 underlying or adjacent thereto and the Authority shall not be liable for any latent or patent defects therein. The Authority agrees to construct the Facilities in accordance with the plans and specifications approved by the State.

**Section 12.5** ~~Section 11.5~~ **Assignment and Subletting.** The State shall not assign or mortgage this Facilities Lease or any right hereunder or interest herein and shall not sublease the Facilities or any portion thereof, pursuant to Section 5.1, without prior written consent of the Authority (which consent shall not unreasonably be withheld); provided, that in no event shall the State assign this Facilities Lease or any right hereunder or interest herein or sublease the Facilities or any portion thereof unless the State shall continue to remain liable for the performance of all the terms, covenants, and conditions contained in this Facilities Lease and unless the proposed assignee or sublessee shall agree, in writing, to assume ~~be bound by~~ all of the terms, covenants, and agreements contained in this Facilities Lease and all other agreements related thereto. ~~The Authority agrees that it will not unreasonably withhold its consent to any such assignment or subleasing which complies with this Section.~~

**Section 12.6** ~~Section 11.6~~ **Covenant of Quiet Enjoyment.** The Authority covenants that it has full right and lawful authority to enter into this Facilities Lease and that, so long as the State shall pay the Annual Rent and shall duly observe all of ~~its~~ their covenants and agreements in this Facilities Lease, the State shall have, hold, and enjoy, during the initial term of this Facilities Lease and each renewal term thereof, peaceful, quiet, and undisputed possession of the Facilities. ~~No defect, encumbrance, cloud, restriction or other matter affecting title to the land on which the Facilities shall be developed existing at the time the land is acquired or leased to the Authority shall constitute a breach of this Lease by the Authority.~~

## ARTICLE 12— Default

**Section 12.7** **Tax Covenant.** The State hereby covenants for the benefit of the holders of the Series 2002A Bonds and the Authority that during the term of this Facilities Lease, the State will not take any action or omit to take any action with respect to the Series 2002A Bonds, the proceeds thereof, any other funds of the State or any Facilities financed or refinanced with the proceeds of the Series 2002A Bonds if such action or omission (i) would cause the interest on the Series 2002A Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause the Series 2002A Bonds to become “specified private activity bonds” with the meaning of Section 57(a)(5)(C) of the Code, or (iii) would cause interest of the Series 2002A Bonds to lose its exclusion from Idaho taxable income under present Idaho law. The foregoing covenant shall remain in

full force and effect notwithstanding the payment in full or defeasance of the Series 2002A Bonds until the date on which all obligations of the State and the Authority in fulfilling the above covenant under the Code have been met.

**ARTICLE 13**  
**DEFAULT**

**Section 13.1** ~~**SECTION 12.1**~~ **Events of Default.** The following shall be events of default under this Facilities Lease:

(1) Failure by the State to pay the Annual Rent as the same shall become due, or

(2) Failure by the State or anyone contracting with the State to observe and perform any other covenant, condition, or agreement to be observed or performed under this Facilities Lease for a period of 90 calendar days after written notice, specifying such failure and requesting that it be remedied, given to the State by the Authority or trustee of the Bonds, unless the Authority or trustee shall agree in writing to an extension of such time prior to its expiration.

**Section 13.2** ~~**SECTION 12.2**~~ **Remedies.** Whenever any event of default referred to in Section ~~12.4~~13.1 hereof shall occur, the Authority may take any one or more of the following remedial steps:

(1) Declare all Annual Rent payable for the applicable lease term then in effect to be immediately due and payable, together with applicable interest thereon, except any Annual Rent payable by the State from funds received pursuant to the Forest Service Sublease.

(2) Re-enter and take possession of the Facilities, exclude the State and their subtenants from possession thereof, and terminate this Facilities Lease.

(3) Take such action at law or in equity as may appear necessary or desirable to collect all sums due and thereafter to become due, or to enforce performance and observation of any obligation, agreement, or covenant of the State under this Facilities Lease.

**Section 13.3** ~~**SECTION 12.3**~~ **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the exercise of any remedy reserved to the Authority in this Article, ~~13,~~ it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

~~ARTICLE 13—~~  
~~**Surrender of Facilities**~~

**ARTICLE 14**  
**SURRENDER OF FACILITIES**

**Section 14.1** ~~**SECTION 13.1**~~ **Surrender of Facilities.** In the event that the State elects not to renew or extend the term of this Facilities Lease or this Facilities Lease is otherwise terminated, the State shall immediately quit and surrender the Facilities to the Authority in the same condition in which it existed at the date the construction of all Facilities was completed by the Authority, ordinary wear and tear excepted.

~~ARTICLE 14—  
Limitation on Obligations~~

ARTICLE 15  
LIMITATION ON OBLIGATIONS

Section 15.1 ~~SECTION 14.1~~ **Obligations of Authority and State Limited to Certain Resources.** Notwithstanding any other provisions of this Facilities Lease, no obligation assumed by or imposed upon the Authority by this Facilities Lease shall require the performance of any act by the Authority except to the extent, if any, that the cost and expense of such performance may be paid from the proceeds of the Bonds issued by the Authority or from other funds legally available to the Authority to meet the cost and expense of such performance, and no obligation assumed by or imposed upon the State by this Facilities Lease shall require the performance of any act by the State, including, but not limited to, the payment of Annual Rent, except to the extent that funds may be available for such performance or payment from ~~State~~ state general appropriations or other funds legally available therefor. This Facilities Lease shall not be construed as obligating the Legislature of the State of Idaho to make future appropriations for the payment of Annual Rent or the performance of any other obligations under this Facilities Lease ~~for beyond~~ the initial rental term or for any renewal term hereof. In the event that appropriated funds or other funds are not legally available for payment of Annual Rent or other obligations hereunder for any term, then this Facilities Lease shall be terminated. The liability of the State for payment of Annual Rent as it becomes due shall be in consideration of the right of the State, whether or not exercised, to occupy and/or use the Facilities for the then-current lease term.

~~ARTICLE 15—  
Miscellaneous~~

ARTICLE 16  
MISCELLANEOUS

Section 16.1 ~~SECTION 15.1~~ **Pledge of Rent, Proceeds, and Lease.** It is expressly understood and agreed by the parties hereto that the Authority has the right to pledge and assign the Annual Rent, all proceeds receivable by the Authority from any sale of the Facilities, and its rights and interest under this Facilities Lease to secure: (i) the payment of the principal of and the interest on and redemption premium, if any, on the Bonds; and (ii) other obligations of the Authority under the terms and conditions of the Bonds.

Section 16.2 ~~Section 15.2~~ **Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the second business day following the day on which the same are mailed by certified mail, postage prepaid, addressed as follows:

(1) If to the State, ~~to the attention of the Board of Regents of~~ a copy of such notice shall be provided to:

(a) the University of Idaho, ~~Attention: Financial~~ Vice President for Finance and Administration, Administration Building, ~~Suite Room 213, 211,~~ Moscow, Idaho 83844; ~~3168; and~~

(b) the Idaho Department of Water Resources, Attention Director, P.O. Box 83720-0098, Boise, Idaho, with a copy to Department of Administration, 650 West State Street, P.O. Box 83720-0098, Boise, Idaho 83720-0098.

(c) the Department of Administration, to the attention of Deputy Attorney General, Department of Administration, Post Office Box 83720, Boise, Idaho 83720-0003.

(2) If to the Authority, to the attention of Executive Director, Idaho State Building Authority, Post Office Box 2802, Boise, Idaho 83701.

The State or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent. Notice may be also given by personal delivery of a written notice ~~if to the State by serving the written notice upon the Regents' Financial Vice President, or, if to the Authority, by serving the written notice upon the Authority's Executive Director.~~

**Section 16.3 Section 15.3 Severability.** In case any one or more of the provisions of this Facilities Lease shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Facilities Lease, but this Facilities Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 16.4 Section 15.4 Attorney Fees.** In the event either party to this Agreement is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.

**Section 16.5 Section 15.5 Headings.** The article and section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Facilities Lease.

**Section 16.6 Section 15.6 Counterparts.** This Facilities Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 16.7 Section 15.7 Amendments.** The Authority and the State shall not, without the written consent of the trustee of the Bonds or other legally-authorized representative of the interests of the owners of the Bonds, consent or agree to or permit any rescission of or amendment to or otherwise take any action under or in connection with this Facilities Lease which will reduce the payments required to be made by the State hereunder during the initial term or any renewal term hereof, or which will in any manner materially impair or adversely affect the rights of the Authority hereunder, and any action by the Authority or the State in violation of this covenant shall be null and void as to the Authority and the State. Furthermore, any voluntary amendment, modification or termination of this Facilities Lease shall require the written consent of all parties to this Facilities Lease.

**Section 16.8 Section 15.8 Effective Date.** This Facilities Lease shall be effective as of the date stated above upon its execution.

~~**Section 15.9 Non-discrimination.** The Authority hereby agrees to provide all services funded through or affected by this Lease without discrimination on the basis of race, color, national origin, religion, sex, age, or physical or mental impairment, and to comply with all relevant sections of Title VI of the Civil Rights Act of 1964, as amended by Section 104 of the Rehabilitation Act of 1973, as amended and the Age Discrimination Act of 1975, and to comply with pertinent amendments to these acts during the term of this Lease. The Authority hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical or mental impairment and covered veteran status to the extent required by the Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, and to comply with amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.~~



STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, V.L. Bud Tracy and Wayne V Meuleman, known or identified to me to be respectively the Chairman and Secretary, respectively, of the ~~President of THE REGENTS OF THE UNIVERSITY OF IDAHO (IDAHO STATE BUILDING AUTHORITY, each of whom acknowledged to me that they executed the "Regents")~~ within Facilities Lease on behalf of the Idaho State Building Authority in their representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Karl J. Dreher, known or identified to me to be the Director of the IDAHO DEPARTMENT OF WATER RESOURCES of the STATE OF IDAHO, who acknowledged to me that he executed the within Facilities Lease on behalf of the Regents State in his representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~PATRICIA Jan JG. STORY and WAYNE V MEULEMAN Cox,~~ known or identified to me to be ~~respectively the Chairman and Secretary of the Idaho State Building Authority, each~~ Acting Director of the DEPARTMENT OF ADMINISTRATION of ~~whom~~ the STATE OF IDAHO, who acknowledged to me that ~~they~~ she executed the within Facilities Lease on behalf of the ~~Idaho State Building Authority~~ in ~~their~~ her representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
~~NOTARY PUBLIC for Idaho~~

STATE OF IDAHO \_\_\_\_\_  
\_\_\_\_\_ ) ss.  
County of Ada \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Blake Hall, known or identified to me to be the President of THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the "University"), who acknowledged to me that he executed the within Facilities Lease on behalf of the University in his representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_  
~~My Commission Expires \_\_\_\_\_~~







## EXHIBIT A

### Unit 101:

Unit 101, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

### Unit 302A

Unit 302A, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

### Unit 302B

Unit 302B, as shown on the Plat for Civic Plaza Condominiums appearing in the Records of Ada County, Idaho, in Book 85 of Plats, Pages 9420 to 9432 as Instrument No. 102116493 and

defined and described in the Declaration of Covenants and Restrictions Establishing a Plan of Condominium Ownership for Civic Plaza Condominiums ("Declaration"), recorded in the Records of Ada County, Idaho as Instrument No. 102116495.

TOGETHER WITH the percentage of the common areas appurtenant to each such Unit as set forth in the Declaration, as supplemented from time to time, which percentage shall automatically change in accordance with supplemental declarations as the same are filed of record pursuant to the Declaration, and together with additional common areas in the percentages set forth in such supplemental declarations, which percentages shall automatically be deemed to be conveyed effective as of the date of each such supplemental declaration as though conveyed hereby.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**OPERATING AGREEMENT  
(Idaho Water Center)**

THIS OPERATING AGREEMENT is made and is effective this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **IDAHO DEPARTMENT OF WATER RESOURCES** ("IDWR") and the **IDAHO WATER RESOURCES BOARD** ("Board") and the **REGENTS OF THE UNIVERSITY OF IDAHO** ("University").

***RECITALS***

A. The Idaho Department of Administration, Division of Public Works issued a request for proposals dated September 24, 2001 (the "RFP"), requesting proposals to provide office space for IDWR.

B. Civic Partners West, LLC, as agent for the University of Idaho Foundation, submitted a proposal in response to the RFP dated November 2, 2001 (the "Proposal"). The Proposal offered to provide office space to IDWR located in a building to be constructed and known as the Idaho Water Center, as more particularly described in the Proposal.

C. Following the Proposal, the University and IDWR entered into discussions with Civic Partners West, LLC and the University of Idaho Foundation regarding the development of the proposed building.

D. The Second Regular Session of the Fifty-Sixth Legislature of the State of Idaho enacted House Concurrent Resolution No. 60, 2002 Idaho Session Laws 1085, wherein the Legislature authorized and approved IDWR and the University, separately or together, to enter into an agreement with the Idaho State Building Authority (the "Authority") for the financing and development of the proposed building.

E. Pursuant to Idaho Code section 42-1734, the Board has the power and duty to enter into contracts to effect the purposes of Idaho Code title 42 chapter 17.

F. IDWR, the Board and the University have entered into, or will enter into simultaneously with the execution of this Operating Agreement, an Agreement for Financing and Development of the Idaho Water Center (the "Development Agreement") and a Facilities Lease (the "Facilities Lease"), both with the Authority and both involving and for the building to be known as the Idaho Water Center, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Water Center").

G. The University has entered into, or will enter into, a Parking Access Agreement (the "Parking Access Agreement") with the Urban Renewal Agency of Boise City, Idaho, aka Capitol City Development Corporation ensuring access to parking for tenants of the Water Center within the Corridor Property, as defined in those certain

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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Parking Covenants Encumbering the West Corridor Property and Avenue A Site dated as of October 1, 2002 (the "Corridor Property").

H. IDWR, the Board and the University desire to address between themselves certain issues related to the Development Agreement, the Facilities Lease and the Parking Access Agreement, upon the terms and conditions set forth below.

**AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein as if set forth in full, and the mutual promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Other Documents. The documents listed below are intended to co-exist with this Operating Agreement; provided however, in the case of any conflict between the terms of this Operating Agreement, as may be amended from time to time, and the documents listed below, as may be amended from time to time, the terms of this Operating Agreement shall control as between IDWR, the Board and the University.

- a. The Development Agreement.
- b. The Facilities Lease.
- c. The Parking Access Agreement.
- d. Declaration of Covenants and Restrictions for the Civic Plaza Condominiums, recorded October 10, 2002, in the official records of Ada County ("Civic Plaza Condominium Declaration").
- e. Declaration of Covenants, Conditions and Restrictions for the Idaho Water Center Condominium in substantially the form proposed by the Authority to the parties ("Idaho Water Center Condominium Declaration").

2. Term. The term of this Operating Agreement shall begin on its effective date and continue until the expiration or termination of the Facilities Lease; provided however, that the provisions of section 6.3 shall continue until the expiration or termination of the Parking Access Agreement.

3. IDWR Space Allocation.

3.1 Space Allocation. IDWR shall have the exclusive right to occupy and use office space and associated limited common area as set forth in the Design Documents to be approved by IDWR and the University. Such Design Documents shall be the Design Documents more particularly defined in the Development Agreement.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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3.2 Completion of IDWR Space. The University shall take all reasonable steps within its control to ensure the IDWR space described in section 3.1 is substantially complete and available for occupancy on or before October 31, 2004. In the event the IDWR space is not substantially complete and available for occupancy before such date, the University shall give the IDWR space priority for completion in all actions of the University affecting the completion of such space.

3.3 Expansion Space. The University recognizes that IDWR may have additional space needs in the Water Center. The parties intend to provide for such needs through the following provisions and, to the extent required, additional documents.

3.3.1 Right of First Opportunity and Refusal. With regard to any space in the Water Center controlled by the University, if the University elects to sublease such space and the University has received notice that IDWR seeks additional space, the University shall offer such space to IDWR on terms and conditions no less favorable than those offered to third parties. If, within thirty (30) days after receipt of such an offer, IDWR does not notify the University that IDWR elects to lease such space, then the University shall be relieved of any obligations to IDWR with regard to such offering. A failure by IDWR to lease any specific space when so offered by the University shall not relieve the University of its obligation to first offer IDWR any other space in the Water Center if the University elects to offer such other space to third parties or its obligation to first offer IDWR space previously offered to IDWR upon the expiration of any sublease of such space.

3.3.2 Notification of Sublease of Space Adjacent to IDWR. To allow for expansion by IDWR into other space in the Water Center, the University shall notify IDWR prior to leasing any space adjacent to IDWR space for a term of more than three (3) years (including term renewals or options to renew) and IDWR shall have the right of first opportunity and refusal set forth in section 3.3.1.

3.3.3 United States Forest Service Space. The University's obligations under this section 3 shall not apply to any space identified on the Design Documents to be occupied by the United States Forest Service.

4. IDWR Costs.

4.1 Lease Rate Allocation. IDWR shall pay a lease rate allocation as set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Schedule") as full payment for IDWR's use, occupancy, and enjoyment of the initial space allocation identified in section 3.1. The Schedule and any adjustments pursuant to section 4.2 shall be based upon the net rentable square feet occupied or allocated to IDWR up to a maximum of fifty thousand (50,000) net rentable square feet. If IDWR elects to lease additional space pursuant to section 3.3, IDWR and the University shall adjust the Schedule or make other provision for payment of the costs of such additional space.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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4.2 Lease Rate Adjustment. IDWR and the University shall review the Schedule on July 1, 2009 and every five years thereafter (each a "Review Date"). One year prior to each Review Date, the University shall submit proposed Schedule adjustments to IDWR. The proposed adjustments shall be transmitted with, and cost projections based upon, documented increases or decreases in specific operating expenses. Operating expenses included in the Schedule that are subject to adjustment shall include the costs more particularly identified in sections 4.4 and 6.1. The inclusion of any costs in addition to those specified in sections 4.4 and 6.1 in the Schedule shall require the prior written agreement of IDWR and the University. The costs for janitorial, security, insurance, utilities, snow removal, landscape maintenance, property management, facilities maintenance and repair, and parking (the "Fixed Items") shall be documented by the University and such documentation supplied to IDWR. The lease rate allocation for the Fixed Items shall be adjusted and included in the adjusted Schedule based upon the proportion of all costs for such Fixed Items that is attributable to IDWR's share of the Fixed Items.

4.3 Effective Date of Schedule Adjustments. The adjustment for Fixed Items shall be included in the Schedule and IDWR shall make its lease payments in accordance with such adjustments beginning on the applicable Review Date. With the written approval of IDWR, which shall not be unreasonably withheld, adjustments to the Schedule based on costs other than the Fixed Items shall also become effective on the applicable Review Date and IDWR shall pay lease payments in accordance with such adjusted Schedule.

4.4 Services Provided by the University to IDWR. The lease rate allocation set forth in section 4.1 is intended to cover all services associated with a full service lease, including janitorial, security, insurance, utilities, snow removal, landscape maintenance, property management, facilities maintenance and repair, parking and condominium assessments and fees under the Civic Plaza Condominium Declaration and the Idaho Water Center Condominium Declaration.

5. IDWR Tenant Improvement Allowance. The University shall ensure IDWR receives a tenant improvement allowance of up to the IDWR tenant improvement allowance specified on the Project Budget attached to and a part of the Development Agreement. If IDWR desires to include in its initial space tenant improvements that exceed the amount provided in the Project Budget, such tenant improvements will be the sole financial responsibility of IDWR. The parties acknowledge that the Development Agreement limits the application of the tenant improvement allowance.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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6. IDWR Parking.

6.1 Minimum Parking Access. Subject to the terms of the Parking Access Agreement, the University shall provide IDWR with up to one hundred fifty (150) parking passes providing access to parking spaces within the Corridor Property. The cost of such parking passes shall be included within the lease rate allocation set forth in section 4.1 until the termination of the Facilities Lease.

6.2 Additional Parking Access. If desired by IDWR and available under the Parking Access Agreement, the University shall provide IDWR access to additional parking passes at the then current rate paid by the University pursuant to the Parking Access Agreement.

6.3 Parking Access Following Termination of the Facilities Lease. If IDWR continues to occupy the Water Center following termination of the Facilities Lease or beyond 2034, whichever date is later, the University shall provide access to parking under the Parking Access Agreement for IDWR. Such access shall be for at least the number of parking spaces for which IDWR had access during the final term of the Facilities Lease.

6.4 Parking Agreement Enforcement. The University shall take all reasonable steps to enforce the provisions of the Parking Access Agreement to ensure that the number of parking spaces to which IDWR has access are available for use by IDWR.

6.5 Assignment of Parking Access Agreement. The University shall assign the Parking Access Agreement to IDWR if the University ceases to occupy the Water Center.

7. Notice of Facility Lease Non-Renewal; Other Notices. In the event that either party fails to receive an appropriation for payment of rent under the Facilities Lease and lacks other funds sufficient to satisfy its obligations pursuant to the Facilities Lease, such party shall immediately notify the other party of its intent to terminate the Facilities Lease. In the event that either party receives any notice related to the Development Agreement, the Facilities Lease, the Civic Plaza Condominium Declaration or the Idaho Water Center Condominium Declaration that could impact the other, the receiving party shall immediately notify the other party of the receipt and substance of such notice.

8. Decision-making Authority. Except as otherwise specifically agreed herein or otherwise specifically agreed between the Authority and the parties, the University shall make all decisions regarding building management for the Water Center. The University and IDWR shall use their best efforts to comply with all federal, state and municipal laws, ordinances, regulations and orders and any contractual obligations relative to the leasing, use, operation, repair and maintenance of the Water Center. The University shall consult with IDWR on all issues concerning the construction, operations

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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and maintenance of the Water Center and voting pursuant to the Civic Plaza Condominium Declaration or the Idaho Water Center Condominium Declaration. Prior to occupancy of the Water Center, the parties shall establish procedures for consultation concerning and resolution of disputes regarding such issues.

9. DWR Payments.

9.1 Lease rate allocations shall be paid as one payment each year as provided by Exhibit B of this Operating Agreement and shall include any adjustments as provided in Section 4.1 of this Operating Agreement.

9.2 For the term of this Operating Agreement commencing July 1, 2004 and for each annual renewal term thereafter, IDWR shall, within 30 calendar days following the commencement of such renewal terms, pay in advance the appropriate annual lease rate allocation.

9.3 The University of Idaho shall, at least 30 days prior to each annual payment due date, mail an invoice for the appropriate payment to:

IDWR

or such different address or person as Lessee shall provide to Lessor by written notice.

9.4 Lease rate allocations shall be made payable to "Bursar, University of Idaho" and mailed to:

General Accounting  
University of Idaho  
Moscow, ID 83844-3166

or such different address or person as Lessor shall provide to Lessee by written notice.

9.5 Annual lease rate allocations for any renewable term shall not be deferred or abated because of delays in completion of the construction of the facilities or delays in completion of any repair or replacement of damage to the facilities.

9.6 Any annual lease rate allocation which is not paid by IDWR on or before the due date thereof shall, from and after said due date, bear interest until paid at the highest rate per annum borne by any of the Bonds then outstanding; time being of the absolute essence of this obligation.

9.7 Annual lease rate allocations shall be payable in lawful money of the United States of America, which shall be legal tender for public and private debts under the laws of the United States at the time of payments, provided that, upon prior written approval of the University of Idaho, IDWR may transfer funds through electronic funds transfer.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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demands, consents and reports may also be delivered by hand. For purposes of this Operating Agreement, notices will be deemed to have been "given" upon personal delivery thereof or 72 hours after having been deposited in the United States mail at a United States Post Office or a depository for the receipt of mail regularly maintained by the post office or deposited with a recognized courier delivery service.

14. Survival. Any termination, cancellation or expiration of this Operating Agreement notwithstanding, provisions which are intended to survive and continue shall so survive and continue, including, but not limited to, the provisions of sections 7, 10, 15 and 17.

15. No Third Party Rights. Nothing in this Operating Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

16. Governing Law. The Contract shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Operating Agreement.

17. Officials Not Personally Liable. In no event shall any official, office, employee or agent of the State of Idaho or of the University or IDWR be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Operating Agreement, express or implied.

18. Complete Statement of Terms. This Operating Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties.

19. Written Modification. This Operating Agreement may be modified or amended only by an agreement in writing signed by a duly authorized representative of the University and IDWR.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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IN WITNESS WHEREOF, the parties have entered this Operating Agreement as of the date first set forth herein.

**REGENTS OF THE UNIVERSITY OF IDAHO**

Dated: \_\_\_\_\_, 2002

By: \_\_\_\_\_  
Its \_\_\_\_\_

**IDAHO DEPARTMENT OF WATER RESOURCES**

Dated: \_\_\_\_\_, 2002

By: \_\_\_\_\_  
Karl J. Dreher, Director

**IDAHO WATER RESOURCES BOARD**

Dated: \_\_\_\_\_, 2002

By: \_\_\_\_\_  
Karl J. Dreher, Director

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Description of the Water Center

Design documents have not been completed.

Lease Rate Allocation

Lease rates cannot be set until bond closing costs are finalized.



**PARKING ACCESS AGREEMENT**

by and between

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO aka  
CAPITAL CITY DEVELOPMENT CORPORATION,  
an independent public body politic and corporate  
constituting a public instrumentality of the State of Idaho

(“Agency”)

and

REGENTS OF THE UNIVERSITY OF IDAHO,  
a state educational institution and body politic and corporate organized and existing  
under  
the Constitution and laws of the State of Idaho

(the “University”).

Dated Effective: December 1, 2002

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**PARKING ACCESS AGREEMENT**

THIS PARKING ACCESS AGREEMENT (“Agreement”) is made effective as of this 1st day of December, 2002 (“Effective Date”) by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO aka CAPITAL CITY DEVELOPMENT CORPORATION, an independent public body politic and corporate constituting a public instrumentality of the State of Idaho (“Agency”), and the REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (the “University”).

**RECITALS**

A. Ada County owns that certain 14-acre parcel of land in the City of Boise City, Idaho legally described on Exhibit A, attached hereto and made a part hereof (the “Corridor Site”).

B. Pursuant to that certain Master Ground Lease, by and between the Agency and Ada County, dated December 1, 1999, as amended, and that certain Amended and Restated Surplus Ground Lease, by and between Agency and Ada County, dated October 1, 2002, as amended (“Surplus Ground Lease”), Agency has ground leased the entire Corridor Site until February 7, 2098.

C. Agency recognizes that the provision of adequate convenient and available parking for the owners, tenants and users of the Corridor Site is a critical component of developing the Corridor Site into a commercially viable project. Therefore, Agency has:

(1) Secured ownership and/or control of certain Public Parking Facilities (as defined herein) to serve the Corridor Site;

(2) Entered into certain Parking Covenants (as defined herein) for the Public Parking Facilities to be operated and managed generally in accordance with a public, shared parking regimen, even if Agency no longer owns, leases, licenses or operates the Public Parking Facilities; and

(3) Adopted a Parking Management Plan (as defined herein) that sets certain policies concerning Agency’s parking facilities, identifies general parking operations for Agency’s parking operator, identifies various types of parking available (short-term, long-term, validated parking, etc.) and the process by which by which the Agency establishes parking rates.

D. Agency’s ability to finance, construct and operate the Public Parking Facilities derives from (i) revenue from tax-increment generated from taxes assessed on real and personal property located on the Corridor Site and other properties in the River Street-Myrtle Street Urban Renewal Area, and (ii) revenue from parking charges paid by users of the Public Parking Facilities.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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E. Pursuant to that certain Acquisition Agreement, dated December 1, 2002, the Idaho State Building Authority, an independent public body corporate and politic of the state of Idaho ("ISBA"), has purchased Unit 101 from Ada County and, pursuant to that certain Fleet Parking Sublease, dated December 1, 2002, ISBA has subleased Units 302A and 302B from Agency.

F. ISBA intends to develop Units 101, 302A and 302B into a research and education facility containing an approximately 216,000 square foot office building, fleet parking, storage and related improvements (the "Idaho Water Center").

G. Pursuant to that certain Facilities Lease, dated December 1, 2002, ISBA has leased the Idaho Water Center to the State of Idaho (the "State") acting through the Department of Water Resources ("IDWR") and the University, each of which are state bodies as defined in the Idaho State Building Authority Act (the "Act").

H. The property of ISBA is exempt from taxation or assessment upon any property acquired or used by ISBA under the provisions of the provisions of the Act.

I. The Agency is not financially able to finance, construct or operate the Public Parking Facilities for the benefit of the owners and tenants of the Idaho Water Center and their employees, visitors and customers ("IWC Users") without a capital contribution to help cover the cost of the Public Parking Facilities.

J. To provide adequate parking for the IWC Users, the University desires to secure from Agency, for the benefit of the IWC Users:

(1) A commitment from the Agency that the Public Parking Facilities will have sufficient capacity to serve the commercially reasonable long-term, short-term and visitor parking needs of the Idaho Water Center; and

(2) The right to access and use the Public Parking Facilities upon payment of the Agency's customary parking charges; and

(3) The right to purchase a certain number of annual parking passes (initially 200) for the employees of state and local governmental entities occupying the Idaho Water Center to access the Public Parking Facilities on a shared parking basis, including, but not limited to, the 2B Garage and 3B Garage, for one (1) Fiscal Year (the "Annual Passes").

K. Agency has agreed to provide the University with the rights set forth in Recital J above for a payment of \$350,000 per year for thirty years, subject to deductions set forth in this Agreement.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1. DEFINITIONS.**

“2B Garage” will be located on Units 201B, 201C and 301 of the Civic Plaza Condominiums, and contains approximately 332 parking spaces. The 2B Garage does not include the Fleet Parking.

“3B Garage” is located on the 3A Expansion Parking and Parcel 3B (as defined in the Parking Covenants) and will contain approximately 424 parking spaces.

“Bond Covenants” means those covenants of the Agency regarding the tax exempt financing of the Public Parking Facilities referenced in Article VI of the Parking Management Plan, and the advice of Agency’s bond counsel in the interpretation of applicable tax exempt covenants and restrictions.

“Civic Plaza Condominiums” means the condominium regime which has been created by that certain Plat of the Civic Plaza Condominiums and that certain Declaration of Covenants and Restrictions establishing a plan of condominium ownership for the Civic Plaza Condominiums, recorded in the real property records of Ada County, Idaho on October 9, 2002 as Instrument Nos. 102116493 and 102116495, respectively.

“Corridor Site” shall mean that certain 14-acre parcel of land in the City of Boise City, Idaho legally described on Exhibit A.

“Default Rate” shall have the meaning set forth in Section 6.18.

“Effective Date” shall be the date set forth in the introductory paragraph of this Agreement.

“Fleet Parking” will be located in Units 302A and 302B (which will be physically integrated into the same structure as the 2B Garage) and will contain approximately 36 parking spaces.

“Fiscal Year” shall mean the twelve-month period of each year beginning July 1 and ending on the following June 30.

“Idaho Water Center Project” shall mean that certain research and education facility containing an approximately 216,000 square foot office building, fleet parking and storage to be constructed on Units 101, 302A and 302B of the Civic Plaza Condominiums, and related improvements.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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“IDWR” means the Idaho Department of Water Resources, a department of the State of Idaho.

“ISBA” means the Idaho State Building Authority, a public body corporate and politic of the State of Idaho.

“IWC Users” means the owners and tenants of the Idaho Water Center and their employees, visitors and customers.

“Parking Covenants” shall mean those certain Ada County Courthouse Corridor Parking Covenants Encumbering the West Corridor Site and Avenue A Site, dated October 1, 2002, and recorded in the real property records of Ada County, Idaho, on October 8, 2002 as Instrument No. 102115915, as it may be amended from time to time.

“Parking Management Plan” means the Agency’s parking management plan for the Civic Plaza District of the River Street-Myrtle Street Urban Renewal Area adopted by the Agency on April 8, 2002, through the passage of Agency Resolution No. 883.

“Public Parking Facilities” means (i) all parking facilities now or hereafter located on the Corridor Site, including, but not limited to, the 2B Garage, 3B Garage, and interim surface parking lots (to the extent owned or controlled by Agency), as they may exist from time to time, (ii) all parking facilities now or hereafter owned, operated or controlled by Agency that are located within 600 feet of Unit 101, (iii) and all parking facilities located in downtown Boise and provided with a shuttle service that transports users of such parking facility to within 200 feet of Unit 101 and back to such parking facility at a convenient frequency (not greater than 15 minute intervals from the hours of 7:00 am to 6:00 pm on business days).

“Unit” means a condominium unit in the Civic Plaza Condominiums, as shown on the plat thereof.

**ARTICLE 2. BASIC TERMS.**

2.1 Agency’s Covenants. Agency, for itself and its successors and assigns, covenants that during the term of this Agreement:

2.1.1 The Public Parking Facilities will have sufficient capacity to serve the commercially reasonable long-term and transient parking needs of the Idaho Water Center Project.

2.1.2 The IWC Users shall be entitled to utilize the Public Parking Facilities on a nonexclusive, shared parking basis in accordance with the terms and conditions of the Parking Covenants and Parking Management Plan, as they may be amended from time to time, and subject to the payment of (i) the Agency’s customary parking charges, and (ii) the Annual Contribution set forth in Section 2.2 below.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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2.1.3 The University, or its assignee, shall have the right to purchase from Agency a certain number of annual parking passes for employees of state and local governmental entities occupying the Idaho Water Center to use the Public Parking Facilities, which shall include the right to use the 2B Garage and 3B Garage, on a shared parking basis for one (1) Fiscal Year (the "Annual Passes"). For the term of this Agreement beginning on July 1, 2004, Agency shall make 200 Annual Passes available for purchase. Not less than 60 days prior to the beginning of each Fiscal Year, the University shall notify Agency of (i) the number of Annual Passes requested by the University for the following Fiscal Year, and (ii) the name, license plate number and employment number of the state and local governmental employee for each Annual Pass requested. Not less than 30 days prior to the beginning of the Fiscal Year, the Agency shall notify the University of the number of Annual Passes available, which shall in no event be less than the number of Annual Passes provided to the University during the previous year. The purchase price for each Annual Pass shall be Agency's then current standard monthly rate multiplied by 12, less a 10% discount if the Annual Passes are paid in full prior to the beginning of the Fiscal Year. The Annual Passes shall not be transferred by the holder thereof, except to other public employees provided that (i) no surcharge or markup is charged, and (ii) the Agency is first notified of the name, license plate number and employment number of the transferring user and receiving user.

2.1.4 To the extent spaces are available, the operator(s) of the Public Parking Facilities shall sell monthly parking passes to IWC Users for use anywhere within the Public Parking Facilities, on a first come first served basis, at the Agency's then current standard rates.

2.2 Annual Contribution. For the rights secured under this Agreement, the University shall pay to Agency, subject to deductions and offsets set forth in this Agreement, in lawful money of the United States of America, at 805 W. Idaho Street, Suite 403, Boise, Idaho 83702, or to such other person or at such other place as provided herein or as Agency may from time to time designate by notice in writing to the University, the sum of Three Hundred Fifty Thousand Dollars (\$350,000) per year, commencing on December 20, 2004 and ending on December 20, 2033 (the "Annual Contribution"). The Annual Contribution shall be reduced by \$1.78 for every net leasable square foot (measured in accordance with BOMA's Standard Method for Measuring Floor Area in Office Buildings — ANSI/BOMA 265.1-1996) ("NLSF") of space in any structure on Unit 101 that is owned, leased or occupied by an entity that is assessed taxes or makes payments in lieu of taxes for the calendar year in which the Annual Contribution is due. Upon payment of the final Annual Contribution, the University shall be entitled to enjoy the rights secured under this Agreement for the remainder of the term of this Agreement, and all renewals thereof, without any payment to Agency other than Agency's customary parking charges as otherwise set forth in this Agreement.

2.3 Term of Agreement. This Agreement shall be in full force and effect from the Effective Date. The initial term of this Agreement shall extend from the Effective Date through June 30, 2004. The University shall have the option to renew this

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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Agreement in accordance with the provisions hereof for successive Fiscal Years thereafter until February 7, 2098, and each such renewal of this Agreement shall be deemed to be exercised, automatically and without further action by the University, unless the University shall notify the Agency in writing of its intent not to renew this Agreement not later than six (6) months prior to the expiration of any annual term.

**ARTICLE 3. USE, OPERATION AND MAINTENANCE.**

3.1 Use and Operation – Generally. Agency, for itself and its successors and assigns, covenants that during the term of this Agreement, the Public Parking Facilities will remain open to the public, and the University shall enjoy the use of the Public Parking Facilities as described in this Agreement, even if the Agency no longer owns, leases, licenses or operates the Public Parking Facilities.

3.2 Parking Covenants/Parking Management Plan. The Agency agrees that Public Parking Facilities shall at all times be operated and managed in compliance with the Parking Covenants and Parking Management Plan, as they may be amended from time to time (even if the Agency no longer owns, leases, licenses or operates the Public Parking Facilities). The Agency agrees to provide the University with not less than thirty (30) days' prior written notice of any proposed amendments to the Parking Covenants and Parking Management Plan that would material adversely affect the University's enjoyment of the rights secured under this Agreement in order to allow the University to express comments on the proposed amendments. Nothing herein, though, shall limit the discretion and authority of Agency to adopt changes to the Parking Covenants and Parking Management Plan (not inconsistent with the terms of this Agreement) and to establish parking rates.

3.3 Shared Parking Regimen. The Public Parking Facilities shall be operated as a shared parking regimen, rather than as individual units. Parking rates will be uniformly controlled to reflect market conditions and to meet any contractual or debt service requirements. The operator of the Public Parking Facilities shall make optimum use of the Public Parking Facilities by making provision for shared off-peak combinations of uses, such as office/residential, hospitality or event/retail when appropriate.

3.4 Public Parking. The Public Parking Facilities shall be operated in such a manner as to provide adequate public parking for the various uses located on the Corridor Site. Except for special arrangements for residential parking or for qualified governmental users granted under this Agreement, the Parking Covenants and Parking Management Plan, parking will be provided to users of the Corridor Site and members of the general public (monthly, hourly, or otherwise) on a first come first served basis.

3.5 Security. The operator(s) of the Public Parking Facilities will provide adequate security.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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3.6 Hours of Operation. The Public Parking Facilities will be operated to provide access to users with monthly or annual parking passes on a 24-hour basis, and will be otherwise be open for transient, daily and event parking as set forth in the Parking Management Plan.

3.7 Parking Validations. The IWC Users shall be entitled to participate in any validation or other parking program of Agency.

3.8 Parking Facility Maintenance and Repair. Agency shall maintain and repair, or cause to be maintained and repaired, the Public Parking Facilities in a safe, attractive and clean condition and consistent with the provisions of Section 3(f) of the Parking Management Plan. Such services shall also include cleaning, snow removal, elevator maintenance, and parking control equipment maintenance. The Agency will use the most current *Parking Garage Maintenance Manual* (1996) published by the Parking Consultants Council of the National Parking Association, as a guide in providing such services.

3.9 Future Parking Facilities. The parties acknowledge that with each new parking facility developed on the Corridor Site there will be certain financing (tax exempt bonds, for example) and economic requirements specific to the project to be developed. The parties agree that financing and economic requirements may place additional restrictions or requirements on the use and operation of specific parking facilities developed on the Corridor Site. With respect to future Public Parking Facilities, the parties agree that Agency shall be allowed to identify specific parking rights or uses and allow limited private or governmental parking uses in a Public Parking Facilities, so long as such uses are permitted by the applicable financing; provided, however, in no event shall any such uses materially impair the management and operation of all the Public Parking Facilities as a whole as a public shared parking system, as described in this Agreement, the Parking Covenants and Parking Management Plan.

**ARTICLE 4. DEFAULT, REMEDIES; CURE**

4.1 Default. If either party fails to perform or observe any of the covenants or provisions contained in this Agreement within thirty (30) days after written notice from the other party specifying the particulars of such default or breach of performance, or in the case of any curable failure which cannot with diligence be cured within such thirty (30) day period, if the defaulting party shall fail to commence to cure within such specified cure period and thereafter prosecute and complete the curing of such failure with diligence, it being intended, in connection with a curable failure not susceptible of being cured with diligence within such cure period, that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with diligence, then in that event defaulting party shall be responsible to non-defaulting party for any and all actual damages sustained by non-defaulting party, either directly or indirectly, as a result of such default.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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4.2 Remedies. In addition to collecting damages as set forth above, in the event of a default, the non-defaulting party shall be entitled to seek an injunction or specific performance to cause the other party to comply with the terms of this Agreement. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

4.3 Rights of ISBA and IDWR in Case of Default.

4.3.1 Notice of Default to be Served on ISBA. Agency, upon serving the University with any notice required under the provisions of, or with respect to any default or dispute arising from or related to, this Agreement shall concurrently also serve a copy of such notice upon ISBA and IDWR at the addresses provided for in Section 6.5.3 and 6.5.4, respectively, and no notice by Agency to the University shall affect any rights of ISBA and IDWR unless and until a copy thereof has been received by ISBA or IDWR, as applicable.

4.3.2 Right to Cure University Default. If the University defaults under this Agreement, ISBA and IDWR shall, within sixty (60) days following the expiration of the period provided for the University to cure such default, have the right (but not the obligation), exercisable jointly or severally, to remedy such default under this Agreement, and Agency shall accept such performance by ISBA and/or IDWR as if the same had been made by the University. Such additional sixty (60) day period shall be extended if the breach is other than for the non-payment of money and is such that it is not practicable to cure such default within such sixty (60) day period, provided that ISBA and/or IDWR commences such cure within said sixty (60) day period and diligently prosecutes such cure to completion.

4.4 Rights of ISBA and IDWR to Renew Agreement. If the University fails to renew the term of this Agreement, the Agency shall immediately notify ISBA and IDWR of such nonrenewal in writing at the addresses provided for in Section 6.5.3 and 6.5.4, respectively. ISBA and IDWR shall, within sixty (60) days following notification of such nonrenewal, have the right (but not the obligation), exercisable jointly or severally, to renew this Agreement upon the same terms and conditions as the University could have renewed this Agreement by assuming and performing all of the University's obligations under this Agreement in writing, and Agency shall accept such renewal by ISBA and/or IDWR as if the same had been made by the University. Upon ISBA's and/or IDWR's renewal of this Agreement, ISBA and/or IDWR shall be entitled to all rights of the University under this Agreement.

**ARTICLE 5. RESOLUTION OF DISPUTES.**

In the event that a dispute arises between the parties concerning (i) the meaning or application of the terms of, or (ii) an asserted breach of this Agreement, the parties shall meet and confer in a good faith effort to resolve their dispute. The first such

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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meeting shall occur within thirty (30) days of the first written notice from either party evidencing the existence of the dispute. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the parties may mutually agree before resorting to litigation or to arbitration. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

**ARTICLE 6. MISCELLANEOUS**

6.1 Recitals. The parties agree that the recitals to this Agreement are not mere recitations, but are covenants of the parties and binding upon them as may be appropriate. In the event of a conflict between any recital and the body of this Agreement, the body of the Agreement shall control.

6.2 Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.3 Gender and Number. Words used herein shall include the plural as well as the singular, as required by the context. Words used in the masculine gender include the feminine and neuter.

6.4 Captions. All captions, titles or headings in this Agreement are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

6.5 Notices. All notices required or permitted pursuant to this Agreement shall be in writing. All notices between the parties shall be deemed received when personally delivered or when deposited in the United States mail postage prepaid, registered or certified, with return receipt requested, or by recognized courier delivery (e.g. Federal Express, Airborne, Burlington, etc.) addressed to the parties, as the case may be, at the address set forth below or at such other addresses as the parties may subsequently designate by written notice given in the manner provided in this section:

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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- 6.5.1 If intended for Agency shall be addressed to:  
Executive Director  
CAPITAL CITY DEVELOPMENT CORPORATION  
805 West Idaho, Suite 403  
Boise, Idaho 83701
- 6.5.2 If intended for the University shall be addressed to:  
Vice President of Finance and Administration  
UNIVERSITY OF IDAHO  
Moscow, Idaho 83844
- 6.5.3 If intended for ISBA shall be addressed to:  
Executive Director  
IDAHO STATE BUILDING AUTHORITY  
960 Broadway Avenue, Suite 500  
PO Box 2802  
Boise, Idaho 83701
- 6.5.4 If intended for IDWR shall be addressed to:  
Director  
IDAHO DEPARTMENT OF WATER RESOURCES  
1301 North Orchard Street  
Boise, Idaho 83706

6.5 No Partnership. Neither anything contained in this Agreement, nor any acts of the parties, shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties or between any of the parties.

6.6 No Third Party Benefited. This Agreement is not intended nor shall it be construed to create any duty to, any standard of care with reference to or any liability to anyone not a party except as otherwise expressly provided herein, and no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed a third party beneficiary of any of the provisions herein, except as expressly provided herein.

6.7 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

6.8 Venue and Jurisdiction. As a material part of the consideration for this Agreement, each of the parties hereto agrees that in the event any legal proceeding shall be instituted between them, such legal proceeding shall be instituted in the courts of the District Court for the Fourth Judicial District, State of Idaho or the United States District Court, District of Idaho, and each of the parties hereto agrees to submit to the jurisdiction of such courts.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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6.9 Successors and Assigns. This Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The University may assign its rights and obligations under this Agreement, in whole or in part, to any state or local governmental entity, including, but not limited to, ISBA or IDWR. Partial assignments shall be subject to the consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed.

6.10 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

6.11 No Waiver. No waiver of any default by any party shall be implied from any omission by any other party to take any action in respect of such default, whether or not such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any such party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests.

6.12 Interpretation. This Agreement shall be construed in accordance with its fair meaning and not strictly for or against any party.

6.13 Integration. This Agreement shall constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties hereto.

6.14 Counterparts. This Agreement may be executed in any number of counterparts, and once so executed by all parties hereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

6.15 Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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6.16 Amendments to this Agreement. Agency and the University agree to mutually consider reasonable requests for amendments to this Agreement, which may be made by any of the parties hereto, lending institutions, bond counsel, or financial consultants to Agency or the University, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

6.17 Default Rate. Any sums owing hereunder and not paid within ten (10) calendar days after the date when such sums are due shall bear interest at the rate set forth in Idaho Code Section 28-22-104(2) or any successor section (the "Default Rate"). Payment of such interest shall not excuse or cure any default by Agency or the University under this Agreement.

[End of text; signature pages to follow]

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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DATED effective as of the year and day first written above.

“Agency”

URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO  
aka CAPITAL CITY DEVELOPMENT CORPORATION, an  
independent public body politic and corporate constituting  
a public instrumentality of the State of Idaho

By: \_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_  
Secretary

“University”

REGENTS OF THE UNIVERSITY OF IDAHO, a state  
educational institution and body politic and corporate  
organized and existing under the Constitution and laws of  
the State of Idaho

By: \_\_\_\_\_

Jerry Wallace, Vice President for Finance  
and Administration, University of Idaho

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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STATE OF IDAHO            )  
                                      ) ss.  
County of Ada                )

On this \_\_\_\_\_, day of December, in the year 2002, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known or identified to me to be the Chairman of the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO aka CAPITAL CITY DEVELOPMENT CORPORATION, that executed the said instrument, and acknowledged to me that such URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO aka CAPITAL CITY DEVELOPMENT CORPORATION executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF IDAHO            )  
                                      ) ss.  
County of Ada                )

On this \_\_\_\_\_, day of December, in the year 2002, before me, a Notary Public in and for the State of Idaho, personally appeared Jerry Wallace, known or identified to me to be the Vice President for Finance and Administration of the University of Idaho, authorized representative of the REGENTS OF THE UNIVERSITY OF IDAHO, that executed the said instrument, and acknowledged to me that such REGENTS OF THE UNIVERSITY OF IDAHO executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



Legal Description of the Corridor Site

This is a written property boundary description of the Courthouse Corridor.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**CONTRACTS FOR SERVICES/AGREEMENTS/AUTHORIZATIONS  
SERIES 2003 BONDS**

Ref: Projects in Support of Institutional Strategic Plan, page 77

**SUBJECT**

- (i) Request authority to issue a series of bonds in January 2003 to finance the acquisition and construction of certain research facilities on the University of Idaho campus as a component of the University's Strategic Plan as outlined below:

Issuance of approximately \$18,710,000 in tax-exempt revenue bonds ("Series 2003 Bonds") to finance the construction and/or renovation of research facilities and to refund certain outstanding facility revenue bonds and short-term line of credit of the University of Idaho to achieve savings for the benefit of the University.

The research facilities are as follows:

A.	Food Innovation Center	\$1,200,000
B.	Beowulf Computer Center	\$660,000
C.	LSS-Gibb Lab Renovations	\$3,970,000
D.	Renfrew NMR Installation	\$170,000

The bonds and line of credit to be refunded are as follows:

- A. \$3,905,000 Student Building Fee Refunding Revenue Bonds, Series 1994; and
- B. \$8,335,000 Facility Refunding and Improvement Revenue Bonds, Series 1994.
- C. \$470,000, Holm Center HVAC project short-term funding through Wells Fargo line of credit.

**BACKGROUND**

Refundings: Based on a refunding analysis, the University now has the opportunity to refinance two previous issues and save the University interest expense since the refunding bonds will be issued at current low interest rates.

- 1. Student Building Fee Refunding Revenue Bonds, Series 1994
  - Refunded par amount, \$3,495,000
  - Originally issued to provide funds to advance refund Student Fee Revenue Bonds, Series 1988

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

2. Facility Refunding and Improvement Revenue Bonds, Series 1994
  - Refunded par amount, \$7,915,000
  - Originally issued to provide for funds for life safety for housing, advance refund Outstanding Student Facilities Revenue Bonds, Series 1990, and to fund Debt Service Reserve Account
3. The Holm Center HVAC replacement project was funded via the line of credit and was approved by the Board in January 1998. The rate is currently at 5% and line of credit comes due December 31, 2002.

The University performs on an annual basis an analysis of outstanding bonds to consider whether interest rates and call provisions present an opportunity to reduce costs by issuing refunding bonds. Part of the analysis includes the economies of issuance costs relative to refunding one or more qualifying outstanding bonds. Waiting until more than one issue is in position for refunding realizes economies of scale in the cost of issuance.

1994 Student Building Fee Bonds. The University's 1994 Student Building Fee Bonds are paid from the Student Building Fee. The collections from the Student Building Fee exceed by over 1.5 times the amounts needed for debt service on the bonds, thus representing additional debt capacity for the University. However, this capacity could only be accessed by issuing bonds on a parity with the existing 1994 Student Building Fee bonds. In the fall of 2001, the University issued \$40 million of housing bonds that included \$5.3 million for the Vandal Athletic Center, Polya Math Center, and academic space improvements. At the time of the Housing issuance the University committed the additional debt capacity represented by the excess collections of the Student Building Fee by covenanting that once the 1994 Student Building Fee Bonds were no longer outstanding, the Student Building Fee would flow into the Matriculation Fee System and would be allocated to service debt for the bonds issued for these related projects (\$5.3 million). The University knew at the time that the soonest the Student Building Fee Refunding Revenue Bonds could be refunded was December 2002 and structured the debt payments on the 2001 Bonds accordingly. Refunding of this issue is necessary now to make available funds for debt service on \$5.3 million included in the 2001 Bonds as planned.

**DISCUSSION**

Documents relating to the issuance and sale of the Series 2003 Bonds are being prepared. The University expects to obtain an A+ rating on the Series 2003 Bonds from Standard & Poor's Corporation and an A1 rating from Moody's Investor Service, and, depending on interest rates and bond insurance costs, the University may find it more advantageous to purchase bond insurance to result in a rating on the Series 2003 of "AAA/Aaa."

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

The Series 2003 Bonds would be issued as Additional Bonds under The Regents' Resolution adopted November 22, 1991, as previously amended and supplemented (the "Resolution"), and as amended by the proposed Supplemental Resolution, to be secured by the University's Pledged Revenues under the Resolution, on a parity with all other bonds issued under the Resolution, including the University's Matriculation Fee and Residential Campus Development Fee. In addition, in connection with issuance of the

Series 2003 Bonds, the Supplemental Resolution authorizing the Series 2003 Bonds includes an amendment to the definition of Pledged Revenues to include dedicated revenues received by the University from the federal government representing reimbursement for facilities and administrative costs ("F&A Recovery Revenues").

Action on this agenda item consists of a motion to approve the Supplemental Resolution for the Series 2003 Bonds, the title of which is, respectively, as follows:

A SUPPLEMENTAL RESOLUTION of The Regents of the University of Idaho authorizing the issuance and sale of Student Fee and Refunding Revenue Bonds, Series 2003, in the principal amount of \$\_\_\_\_\_;<sup>1</sup> authorizing the execution and delivery of a bond purchase agreement and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2003 Bonds.

<sup>1</sup> Actual amount to be inserted on date of the Meeting

**STAFF COMMENTS**

With the low interest rates currently available, refinancing is attractive. Refer to the following agenda item for an explanation of the research facility projects.

**BOARD ACTION**

A motion to approve the request from the University of Idaho to issue the Series 2003 Bonds as a component of the University of Idaho's Strategic Plan to be secured by Pledged Revenues, as amended to include F&A Recovery Revenues.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

A motion to approve the request from the University of Idaho to issue the Series 2003 Bonds to refund certain outstanding bonds and line of credit of the University to achieve a savings and other objectives beneficial to the University.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**PHYSICAL PLANT  
CAPITAL CONSTRUCTION PROJECTS  
PROJECTS IN SUPPORT OF INSTITUTIONAL STRATEGIC PLAN AND LONG-  
RANGE CAMPUS DEVELOPMENT PLAN**

Ref: Series 2003 Bonds page 73

**SUBJECT**

Request approval of four construction projects in support of the university Strategic Plan and the Long-Range Campus Development Plan (LRCDP), together with approval to execute architectural/engineering services and construction contracts to accomplish the projects. These projects, totaling \$9.65 million, are integral to the viability and success of the university's research programs and are funded through a combination of federal grants, private funds, and Series 2003 bond proceeds.

**BACKGROUND**

In order for the UI to achieve its strategic plan goal of being a globally competitive research university in selected research areas, it must continue to recruit, retain, and accommodate nationally recognized and respected faculty. Recruitment and retention of these faculty requires that they have access to laboratory facilities and equipment that allow them to develop and sustain productive research and graduate education programs.

This series of research-related renovation projects is consistent with the University of Idaho's commitments to: (1) develop the university in accordance with Strategic Plan through the LRCDP; (2) follow the plan of institutionally prioritized capital projects to focus on UI's priority needs and the funding strategies necessary to accomplish them; (3) maximize utilization of existing university space; and (4) renew, renovate, and remodel buildings and systems for safety, accessibility, and functionality. A series of research lab renovations in various facilities on the Moscow campus has been a high priority item on the 10-Year Capital Improvement Plan for several years. The University has spent the past two years undergoing comprehensive studies of research program needs and planning for their related space needs.

**DISCUSSION**

A total of \$6 million from Series 2003 revenue bonds will supplement grants and private funds to finance four projects critical to addressing near-term research laboratory infrastructure and improvement needs that support high priority strategic research units.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

The projects are as follows:

NMR Renovation

\$ 170,000

The Department of Microbiology, Molecular Biology & Biochemistry is purchasing a 600-MHz NMR spectrometer and plans to install it in Renfrew Room 34. The 300-MHz NMR spectrometer currently located in Room 34 will need to be relocated to a remodeled area on the ground floor of Renfrew. This project accomplishes renovation to both Renfrew Room 34 in preparation for the new 600-MHz NMR spectrometer and to a partially vacated office suite of the ground floor of Renfrew, which will become the new location for the 300-MHz spectrometer. These renovations will include demolition of existing walls and upgrades to the electrical and mechanical systems to provide sufficient power, cooling and ventilation. The sources of funding for the project are F & A recovery fund-supported bond funds from Series 2003.

LSS/GIBB Renovations

\$ 6,170,000

The Departments of Biological Sciences and Microbiology, Molecular Biology & Biochemistry have a requirement to expand and upgrade spaces within the Life Science South (LSS)-Gibb complex in support of associated research programs. The University recently received a \$2.2 million grant from the National Institutes of Health (NIH) to support the needed renovations. This project involves renovations to expand and upgrade spaces within the LSS-Gibb complex in support of research programs within the Departments of Biological Sciences and Microbiology, Molecular Biology & Biochemistry (MMBB). In order to meet the space needs of these programs, designated rooms within LSS-Gibb must be converted from their present functions into the required research labs, support rooms and smaller faculty offices. This will involve the addition of new walls, doors, ceilings, flooring and room finishes as well as cabinetry and counters. The new research labs will be configured into a sort of generic laboratory configuration based on prototype labs used successfully elsewhere in the building and will include fume hoods and bio-safety cabinets. The sources of funding for the project are federal grants (\$2.2 million) and F & A recovery fund-supported bond funds from Series 2003 (\$3.97 million).

Beowulf Computer Center

\$ 750,000

The Beowulf Project supports the IBEST (Initiative for Bioinformatics and Evolutionary Studies) program as well as being key to UI research collaborations nationwide. This computer center is currently located in the Janssen Engineering Building, which lacks the utility infrastructure and room services and configuration needed for the center and does not support anticipated expansion of the program. This project provides completion of a two-phase approach to the relocation of the Beowulf project. The first phase establishes the foundation for



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA**  
**UNIVERSITY OF IDAHO continued**

Beowulf operations at its new location in McClure Hall and supports its operations for an 18-month period. Phase II is needed to reconfigure cooling and power systems to accommodate future growth of the Beowulf program. This second phase also links the building chiller to the campus chilled water distribution system, thereby increasing the cooling capacity in the building and in the campus chilled water distribution system. The sources of funding for the project are private funds (\$90,000) and F & A recovery fund-supported bond funds from Series 2003 (\$660,000).

**Food Innovation Center**

Ref: Regents Minutes, June 15-16, 2000, p. 10  
Regents Minutes, April 19-20, 2001, p. 4

Current Authorization:	\$ 1,360,000
Supplementary Authorization:	\$ 1,200,000
Total Authorization:	\$ 2,560,000

The Food Innovation Center will provide needed research facilities and office space for Food Science and Toxicology department personnel currently dispersed across the Moscow campus. In June 2000 the Regents approved \$940,000 for this project as part of the FY2001 Capital Budget. Regents approved an additional \$420,000 in April 2001 to revise the project budget and bring it in alignment with fundraising achievements and estimated project costs.

This project accomplishes the renovation of existing laboratory and office spaces on the first floor of the 1951 wing of Ag Science and the construction of a new mechanical space allowing for future mechanical expansion on the roof of the structure. The project scope includes upgrades to HVAC, plumbing, electrical and data systems as well as limited modifications to physical space in labs and offices, interior finishes, fixtures, and casework upgrades/replacement, signage, and ADA. The sources of funding for the project are federal grants (\$470,000), private funds (\$890,000) and F & A recovery fund-supported bond funds from Series 2003 (\$1.2 million).

**STAFF COMMENTS**

Approval of these projects will enhance the University's ability to conduct research.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**BOARD ACTION**

A motion to approve the request by the University of Idaho for four construction projects in support of the university Strategic Plan and the Long-Range Campus Development Plan (LRCDP), together with approval to execute architectural/engineering services and construction contracts to accomplish the projects.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
UNIVERSITY OF IDAHO continued**

**AUDITS AND FINANCIAL REPORTS**

**UNIVERSITY OF IDAHO FOUNDATION, INC.  
THE CONSOLIDATED INVESTMENT TRUST FINANCIAL STATEMENTS**

**SUBJECT**

Audited financial statements of the University of Idaho Foundation, Inc. and the Consolidated Investment Trust for the fiscal year ending June 30, 2002 are on file at the Office of the State Board of Education. The audits are presented in accordance with State Board of Education/Board of Regents of the University of Idaho Governing Policies and Procedures, Section V.E.6.b.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
IDAHO SCHOOL FOR THE DEAF AND THE BLIND**

**AUDITS AND FINANCIAL REPORTS**

**SUBJECT**

ISDB submits the record of the Student Activity Funds for Board review in accordance with Idaho Code 33-705.

**STAFF COMMENTS**

The fund report of student activity accounts shows account balances as detailed in the report.

**BOARD ACTION**

No Board action is required.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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STUDENT ACTIVITY FUNDS AS OF NOVEMBER 19, 2002. BELOW LISTING OF  
STUDENT ACTIVITY FUNDS IS A REPORT SUBMITTED TO STATE BOARD OF  
EDUCATION IN ACCORDANCE WITH IDAHO CODE 33-705.

	BAL-09/16/02	BAL-11/19/02	INC/(DEC)
SALES TAX	95.18	82.97	-12.21
ATHLETICS	8,012.18	8,298.35	286.17
WSBC	4,615.47	4,615.47	0.00
ATHLETIC APPAREL	265.61	48.97	-216.64
CHEERLEADING	415.37	415.37	0.00
M.S. CHEERLEADING	70.00	70.00	0.00
CLASS OF 2003	1,599.93	1,599.93	0.00
CLASS OF 2004	180.68	100.52	-80.16
CLASS OF 2005	283.22	291.22	8.00
CLASS OF 2006	4.00	11.90	7.90
MAINT. BREAK ROOM	166.11	96.99	-69.12
COTTAGE FUND	313.07	313.07	0.00
ELEM ACTIVITIES	61.65	61.65	0.00
PARENTS ADVISORY COM	168.61	168.61	0.00
M.S. STUDENT COUNCIL	36.63	36.63	0.00
H.S. STUDENT COUNCIL	812.12	812.12	0.00
JOURNALISM	584.98	584.98	0.00
ED STAFF POP MACHINE	1,084.63	1,205.76	121.13
HEALTH & WELLNESS	111.48	326.74	215.26
STUDENT ACT. FUND	5,701.44	6,006.71	305.27
WORK EXPERIENCE	67.17	102.17	35.00
RAPTOR JAVA	462.52	571.32	108.80
STUDENT BOOK CLUB	298.10	1,604.15	1,306.05
ACCELERATED READER	69.22	69.22	0.00
DRAMA FUND	36.92	36.92	0.00
ADVENTURERS	116.09	116.09	0.00
L.E.A.D RECYCLING	0.00	14.07	14.07
SUMMER DEAF CAMP	5,836.61	5,836.61	0.00
ART FUND	276.52	276.52	0.00
YEARBOOKS	504.83	642.95	138.12
LIONS WINTER CAMP	2.17	2.17	0.00
HRG AID MOLD & REPAIRS	316.36	4,294.68	3,978.32
HA GIFT F/HRG CM TCH	68.58	68.58	0.00
PERSONAL STUDENT ACCT	838.22	701.34	-136.88
STUDENT AID	<u>1,173.63</u>	<u>1,118.50</u>	<u>-55.13</u>
TOTALS	\$34,649.30	\$40,603.25	\$5,953.95

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**INSTITUTION / AGENCY AGENDA  
EASTERN IDAHO TECHNICAL COLLEGE**

**AUDITS AND FINANCIAL REPORTS**

**SUBJECT**

Audited financial statements of the Eastern Idaho Technical College Foundation for the fiscal year ending June 30, 2002 are on file at the Office of the State Board of Education. The audit is presented in accordance with State Board of Education/Board Governing Policies and Procedures, Section V.E.6.b.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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**SUBJECT**

Intercollegiate Athletics Reports of revenues, expenditures, and number of participants.

**BACKGROUND**

The Board has developed extensive policies concerning Intercollegiate Athletics (EXHIBIT 1) recognizing athletics as a “legitimate and significant component of institutional activity.” Responsibility, management, control and reporting requirements are detailed in the policy. The institutions are required to submit regular financial reports as specified by the Board office. The October report is being presented since the audited financial statements were not completed (the FY02 financial data is reconciled to the audited statements) prior to the October meeting.

**DISCUSSION**

The Board policy establishes limits on the amount of general account and institutional funds an institution can allocated to athletics. These limits are adjusted annually at the same rate of change as the general education appropriation. Increases to the student activity fee supporting athletics, is limited to the rate of increase for the total student activity fees. There is no limit on program funds. Appropriated funds above the limit can be allocated for additional female programs, addressing gender equity issues.

The following charts and worksheets are provided:

- EXHIBIT 2 Chart identifying the Board limits from general education-appropriated funds and from institutional funds. All institutions are within the limits.
- EXHIBIT 3 Chart identifying the revenue by major source for each institution. Displays the relationship among the funding sources.
- EXHIBIT 4 Chart displaying revenue by major source as a percent of total revenue. Identifies the share each source contributes.
- EXHIBIT 5 Chart showing if program was profitable for the year – revenues less expenditures.
- EXHIBIT 6 Athletic departments accumulated fund balance at fiscal year end.
- EXHIBIT 7 Chart displaying students participating in athletic programs and the number of students participating that are on scholarships, both full-ride scholarships and partial scholarships.
- EXHIBIT 8 Intercollegiate Athletic report worksheets for each institution consisting of five pages each. The reports identify actual revenue and expenditures for FY98, FY99, F00, FY01, FY02 and estimated revenue and expenditures for FY03. The first page summarizes the revenue and expenditure; the second and third pages categorize the revenue and expenditure by sport; and the fourth and fifth pages identify the participants by sport.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
DECEMBER 11-12, 2002**

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**IMPACT**

The reports present the financial status of the intercollegiate athletic programs and the participation of students in the various sport programs.

**STAFF COMMENTS**

For FY02, Uofl reported expenditures in excess of revenues (\$165,466) but maintains a positive fund balance of \$89,649. LCSC had a surplus for FY02 but had a negative fund balance (they have submitted a plan to eliminate the negative balance).

**BOARD ACTION**

A motion to accept the Annual Intercollegiate Athletics Reports as presented on pages 101-123.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**T. Intercollegiate Athletics**

1. Philosophy.

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

- a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;
- b. reflect accurately the priorities and academic character of its institutions;
- c. fuel school spirit and community involvement; and
- d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation.

Given these goals, the Board has a continuing concern and interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, regulations governing the conduct of athletic programs at its institutions.

2. Policies.

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision-making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds used by intercollegiate athletics shall be defined in the following categories:

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**EXHIBIT 1**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: T. Intercollegiate Athletics**

**April 2002**

- a. General Education Funds – includes the funds that are appropriated to the institutions (state general account).
  - b. Institutional Funds – includes any funds generated by the institution outside the athletic programs.
  - c. Student Fee Revenue – includes revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program.
  - d. Program Funds – includes revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/bowl/conference receipts, media/broadcast receipts, concessions/parking/advertisement, game guarantees and foundation/booster donations.
3. Funds allocated and used by athletic program from the above sources are limited as follows:
- a. General education funds – shall not exceed \$665,500 for the universities and \$247,500 for Lewis-Clark State College for Fiscal Year 1987. In subsequent years, the limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board. Beginning in FY98, the limits for each institution may be raised by the amounts annually approved and budgeted for implementation of institutional gender equity plans.
  - b. Institutional funds – shall not exceed \$250,000 for Boise State University; \$350,000 for Idaho State University; \$500,000 for University of Idaho; and \$100,000 for Lewis-Clark State College for fiscal year 2000. In subsequent years, these limits shall be computed by an adjustment for the rate of change in the general education funds allocated by the Board.
  - c. Student fee revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Increases to the student fee for the athletic program shall be at the same rate of increase as the total student activity fees.
  - d. Program funds – the institutions can use the program funds generated, without restriction.

The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**EXHIBIT 1**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: T. Intercollegiate Athletics**

**April 2002**

balance. If the fund balance becomes negative, the institutions must submit a plan to the Board that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

Donation to athletics at an institution must be made and reported according to policy. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

4. Financial Reporting.

The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The institutions will submit the following reports to the Board:

- a. At the April Board meeting, the institutions shall submit a budget plan for the upcoming fiscal year beginning July 1. The plans shall detail the sources of revenue by category.
- b. At the June Board meeting, the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format prescribed by the Board office.
- c. At the October Board meeting, institutions shall submit a statement of current funds, revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The number and amounts of nonresident tuition waivers and the fund balances as of June 30 of the report year should be included in the report. The general format of the report will be consistent with the format used in recent years. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The following fiscal year's financial information will be reported by each institution:
  - (1) Estimated revenues and expenditures for the current fiscal year.
  - (2) Actual revenues and expenditures for the fiscal year most recently completed.
  - (3) Proposed operating budget for the next budget year beginning July 1. This report, however, will be submitted to the Board at its June meeting with other institutional operating budgets.

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**EXHIBIT 1**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: T. Intercollegiate Athletics**

**April 2002**

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- d. An annual report of estimated (for the current year) and actual (for the most recently completed year) revenues and expenditures of the institution's booster organization, requested for submission to the Board for information only.
- e. A general narrative paper explaining each institution's policy on grants-in-aid for men and women athletes (including nonresident tuition waivers), procedures for charging or allocating costs for facilities' use to athletic programs, and any allocations of personnel or operating expenses to or from the other departments or units of the institution.

5. Student Athletes - Conduct.

- a. Each public college and university shall have a written policy governing the conduct of student athletes. At a minimum, those policies shall include:
  - (1) A disclosure statement completed and signed by the student athlete prior to participation in any intercollegiate athletic endeavor, which shall include a description of (1) all prior criminal convictions, (2) all prior juvenile dispositions wherein the student was found to have committed an act that would constitute a misdemeanor or felony if committed by an adult, and (3) all pending criminal charges, including juvenile proceedings alleging any act which would constitute a misdemeanor or felony if committed by an adult.
  - (2) This statement will be kept in the office of the athletic director. Failure to accurately disclose all incidents may result in immediate suspension from the team.
- b. Institutions shall not knowingly recruit any person as a player for an intercollegiate athletic team who has been convicted of a felony or, in the case of a juvenile, who has been found to have committed an act which would constitute a felony if committed by an adult. Exemptions to this restriction shall be granted only by the President of the college or university upon recommendation of the athletic director and faculty athletics representative. Such decisions shall be reported in writing to the Executive Director of the State Board of Education at the time the exception is granted.
- c. A student athlete convicted of a felony after enrollment, including a plea of nolo contendere on a felony charge, shall be removed from the team and shall not be allowed to participate again in intercollegiate athletics at any Idaho public college or university. Further, an institution may cancel any athletic financial aid received by a student who is convicted of a felony while the student is receiving athletic financial aid subject to NCAA regulations and the institution's applicable student judicial procedure. Nothing herein shall be construed to limit an

**Idaho State Board of Education**  
**GOVERNING POLICIES AND PROCEDURES**

**EXHIBIT 1**

**SECTION: III. POSTSECONDARY AFFAIRS**

**SUBSECTION: T. Intercollegiate Athletics**

**April 2002**

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institution from exercising disciplinary actions or from implementing student athletic policies or rules that go beyond the minimum requirements stated herein.

- d. Subject to applicable law, all institutions shall implement a drug education and testing program and shall require all intercollegiate student athletes to give written consent to drug testing as a condition of the privilege of participating in intercollegiate athletics.
- e. Institutions shall require their athletic coaches to hold an annual team meeting with their respective teams at the beginning of each season. The coaches shall be required to verbally review the team rules with team members at the meeting. Attendance at this meeting shall be mandatory. Each team member shall receive a written copy of the team rules and sign a statement acknowledging receipt of the rules and attendance at the meeting where the rules were verbally reviewed.
- f. Reporting Requirements.
  - (1) Student athletes shall immediately report any criminal charges to their head coach and to the athletic director. Coaches shall be obligated to inform the athletic director of any knowledge of charges against their athletes. The athletic director shall report the same to the chief student affairs officer and to the institutional president, who shall report the same in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after learning of the charges. The report to the Executive Director shall include a description of the alleged violation of law and the institution's proposed action, if any.
  - (2) Coaches shall immediately report the conviction of any student athlete to the athletic director and the institutional president, who shall report the conviction in writing to the Executive Director of the State Board of Education as soon as possible, but not later than 10 working days after the conviction. This report shall include a description of the violation of law and the institution's proposed action, if any.

- g. Review Clause.

This policy shall be reviewed by the Board one year from the time that it goes into effect (effective date - November 16, 1995).

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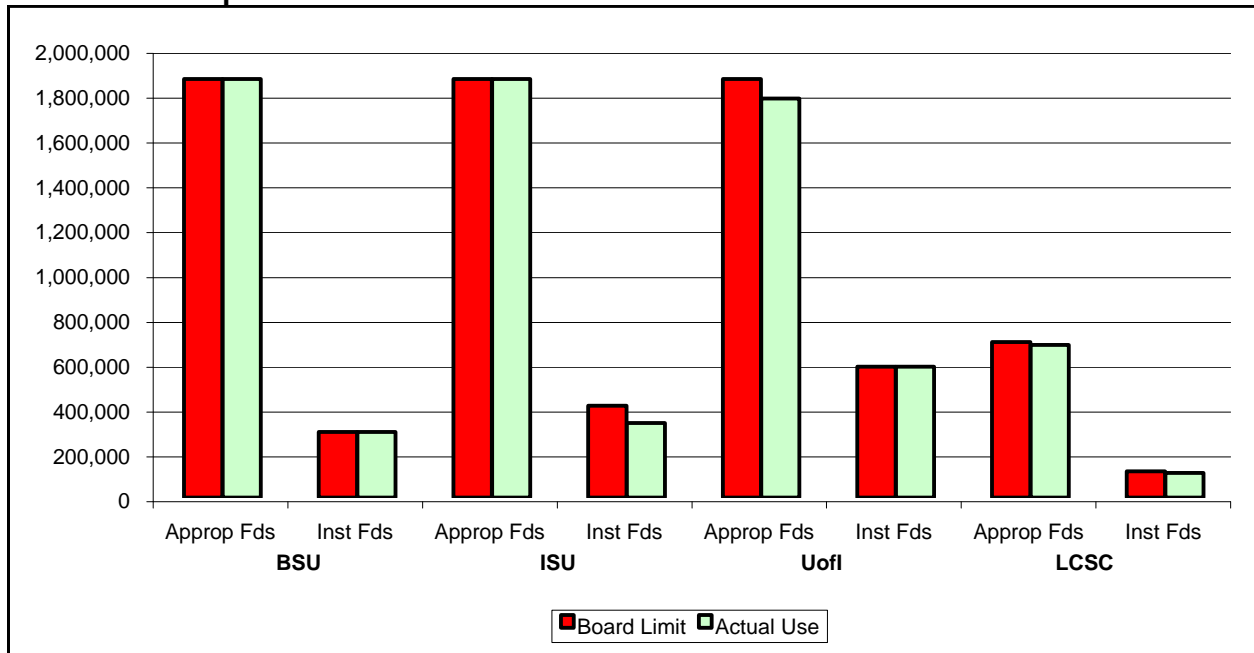


# Intercollegiate Athletic Report

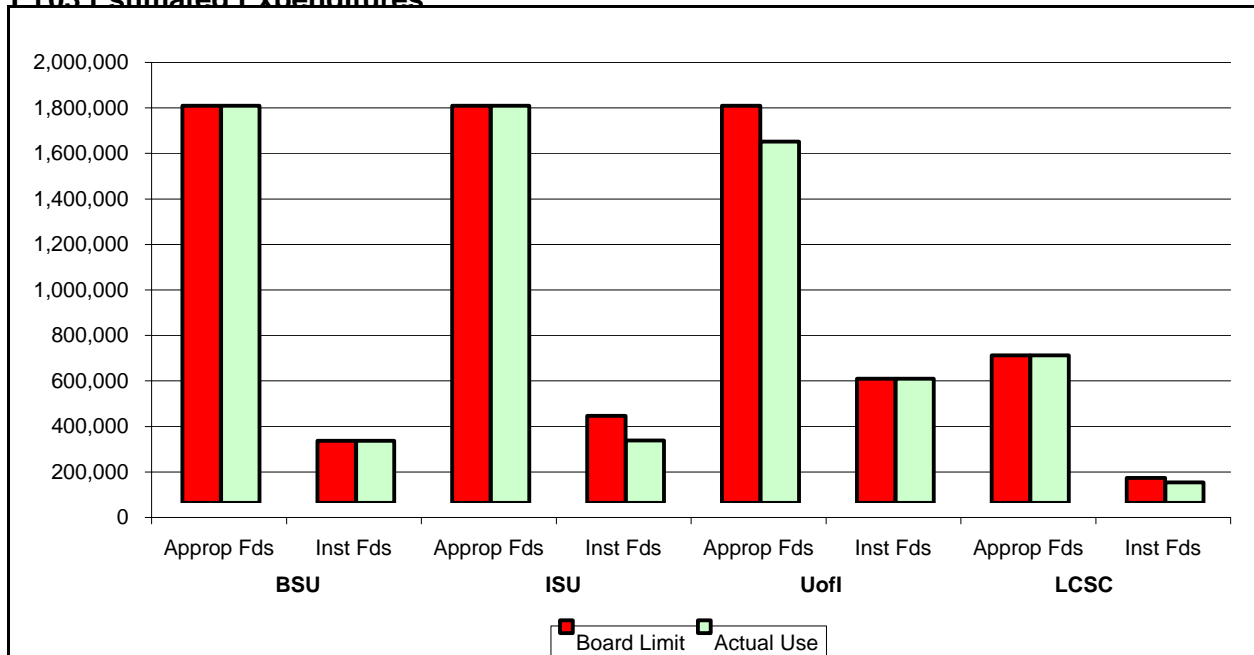
## Board Limits versus Use of Funds

### Appropriated Funds and Institutional Funds

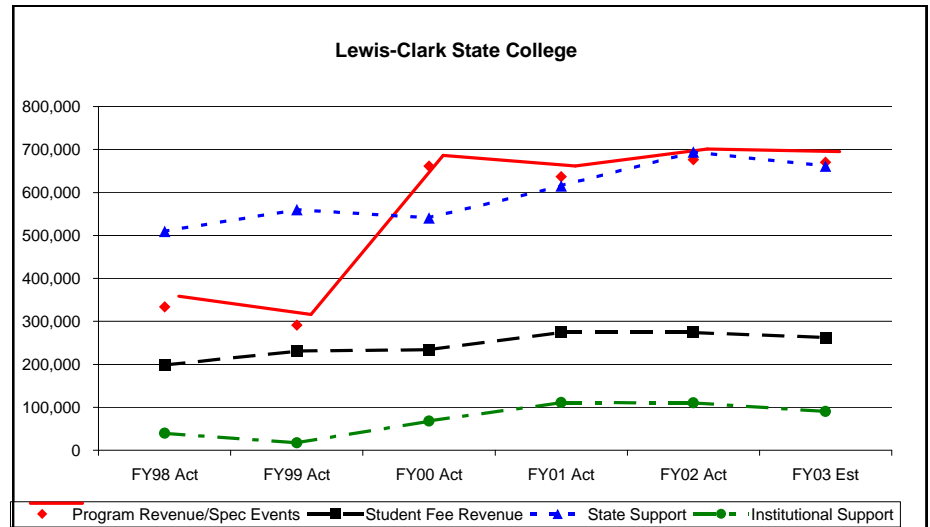
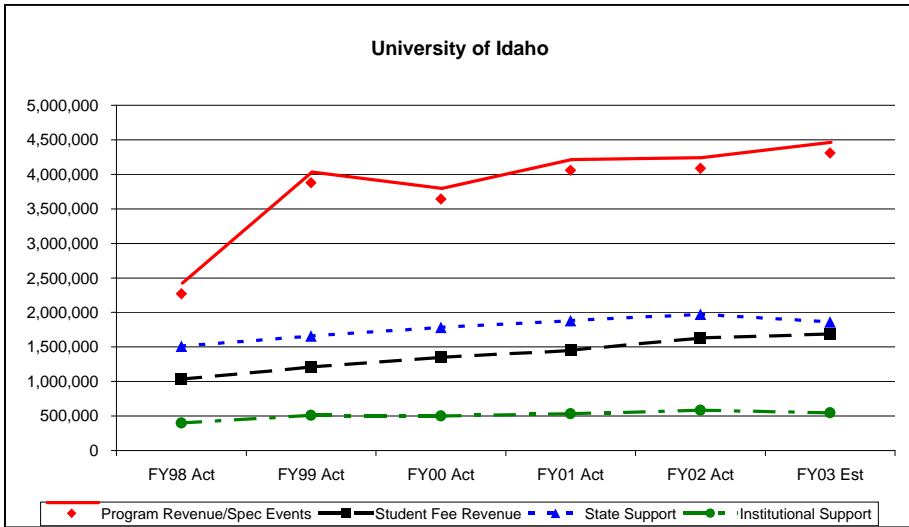
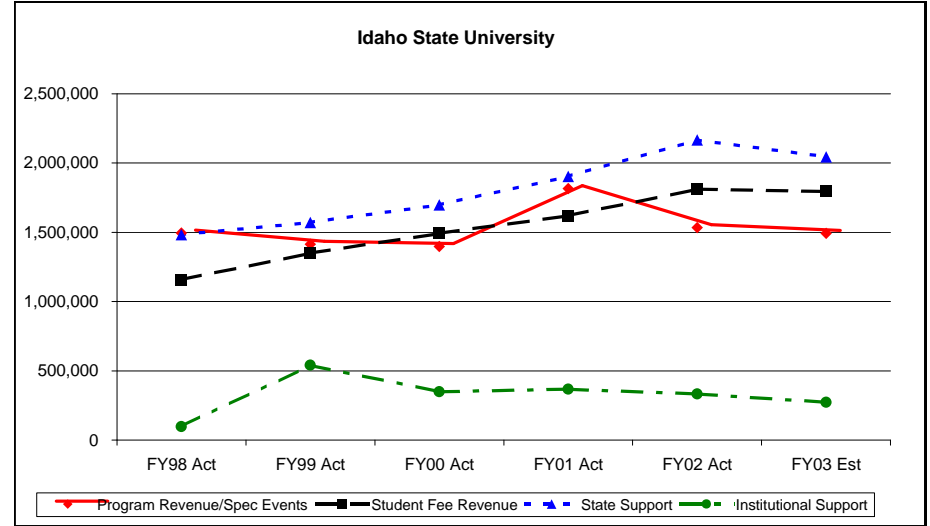
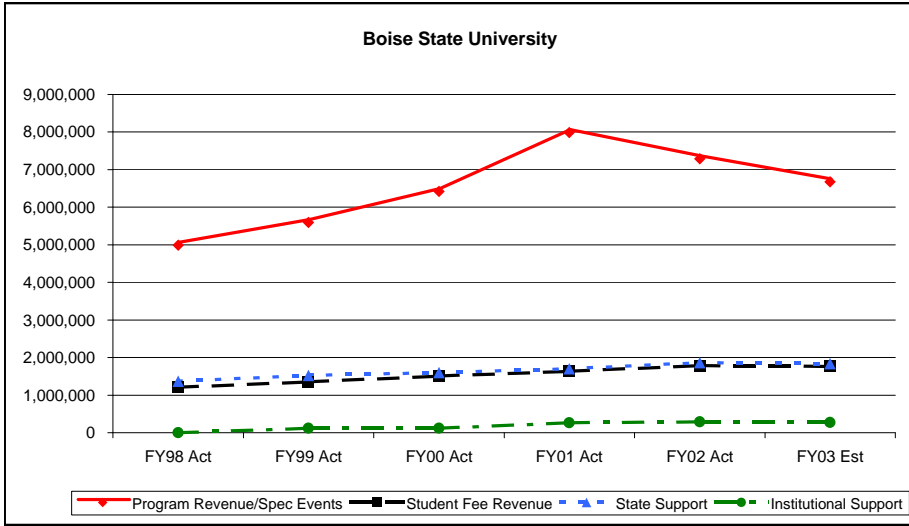
#### FY02 Actual Expenditures



#### FY03 Estimated Expenditures

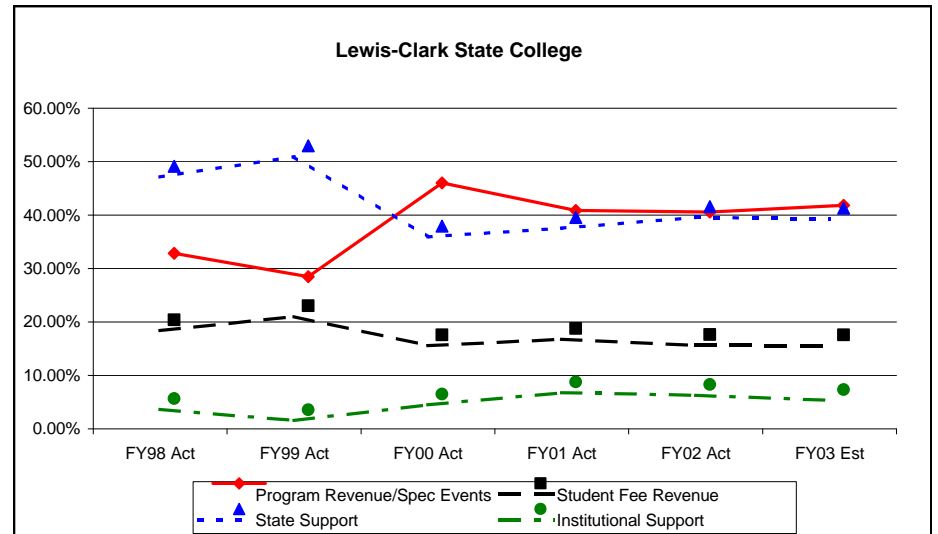
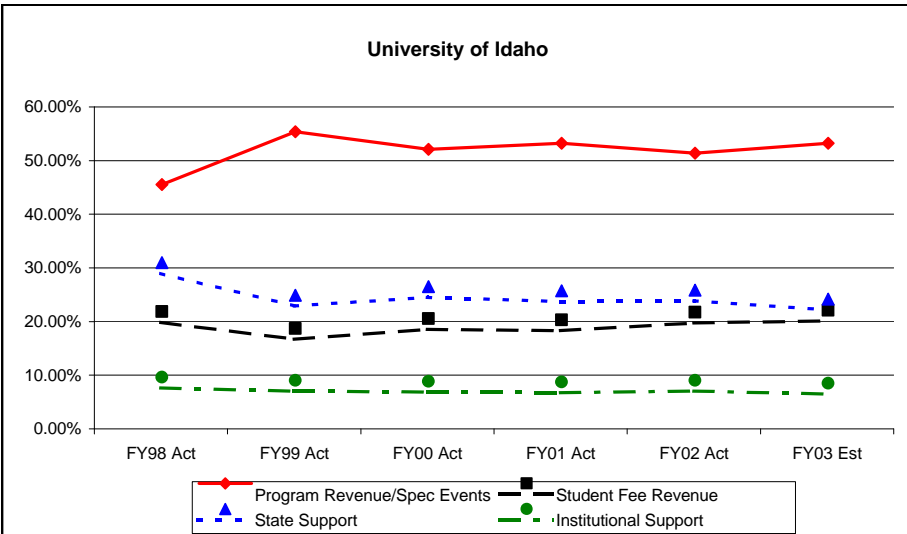
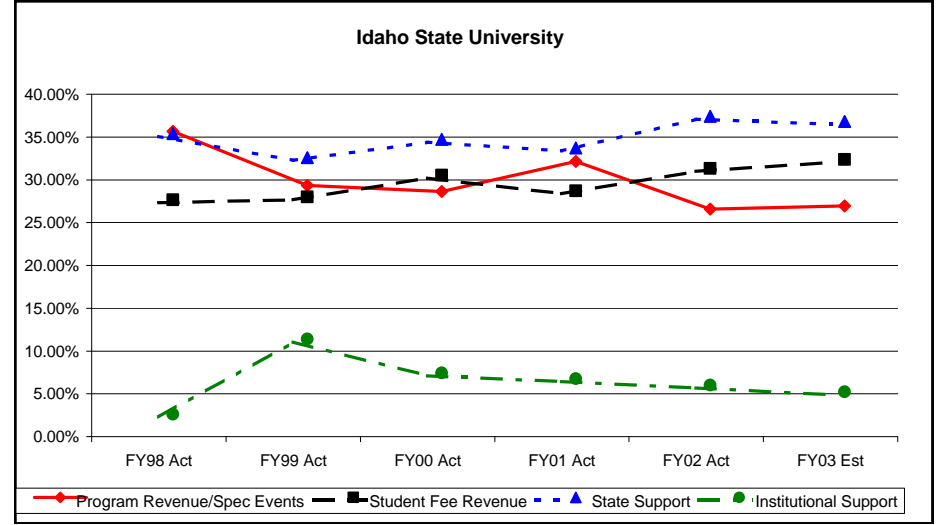
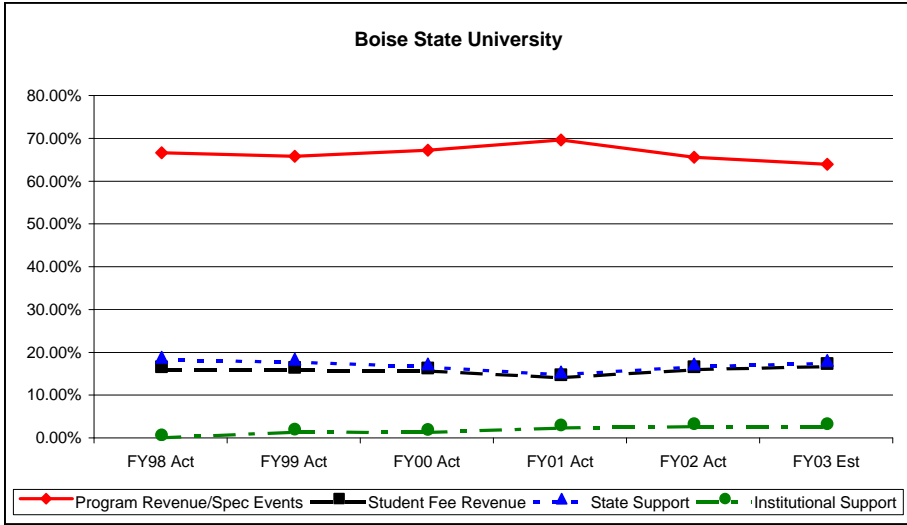


## Intercollegiate Athletics Report Revenue by Major Source



## Intercollegiate Athletics Report

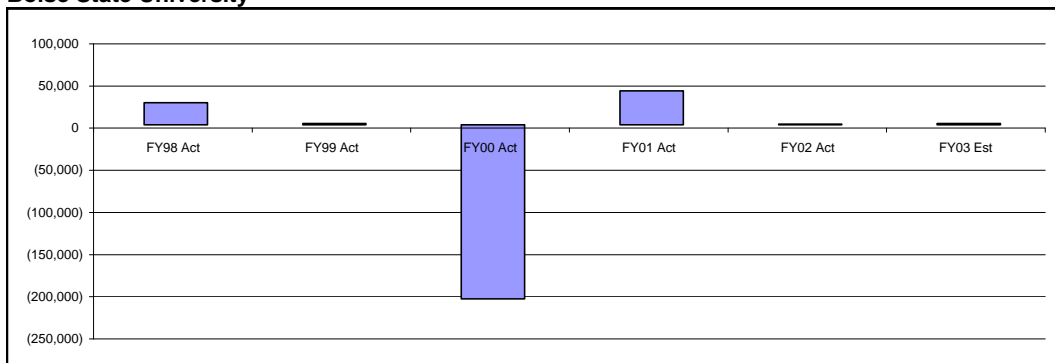
### Revenue as a Percent of Total Revenue by Major Source



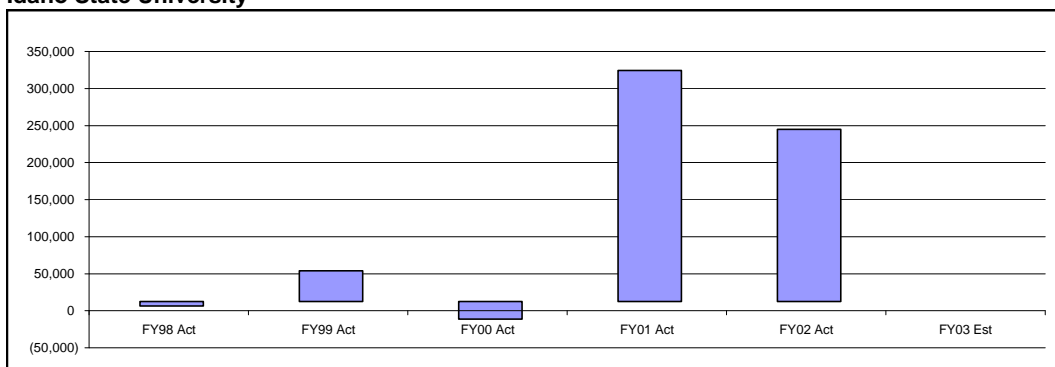
## Intercollegiate Athletic Report

### Revenues less Expenditures by Fiscal Year by Institution

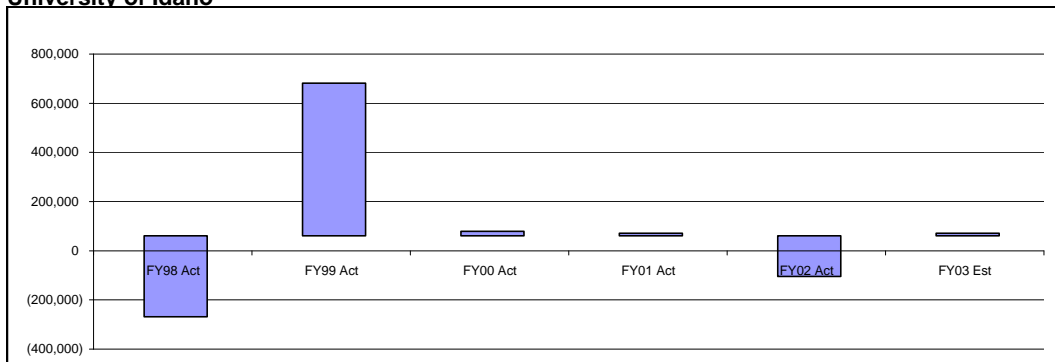
#### Boise State University



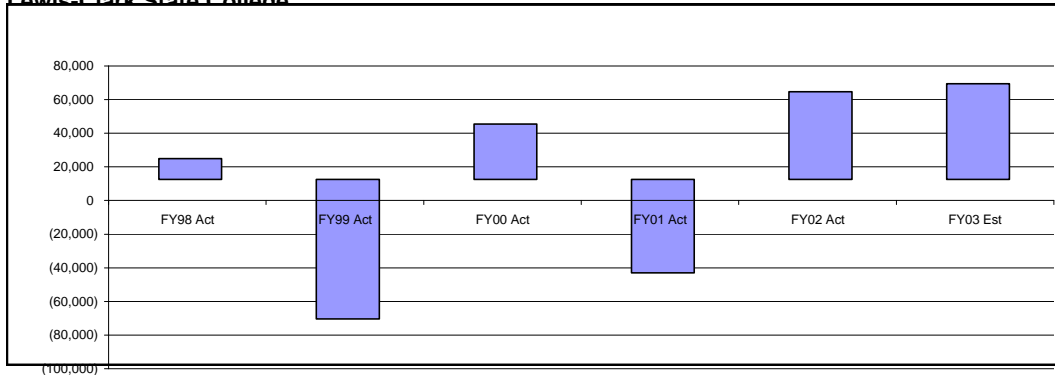
#### Idaho State University



#### University of Idaho



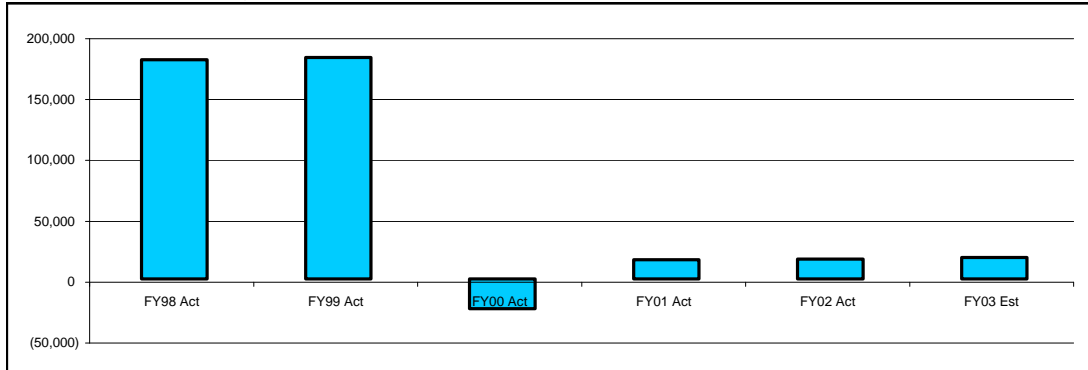
#### Lewis Clark State College



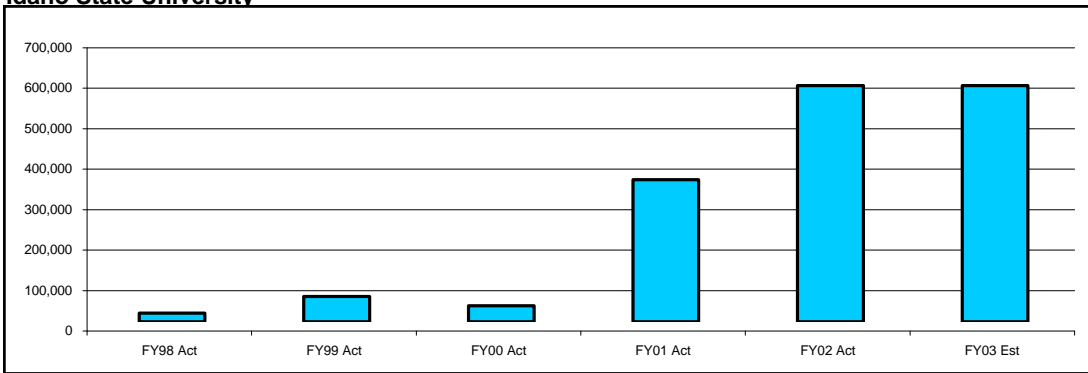
## Intercollegiate Athletic Report

### Fiscal Year Ending Fund Balance for Athletic Program by Institution

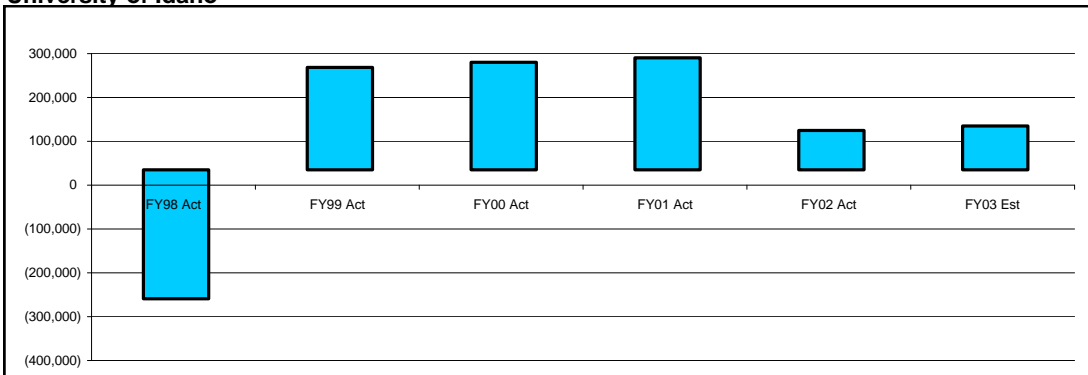
#### Boise State University



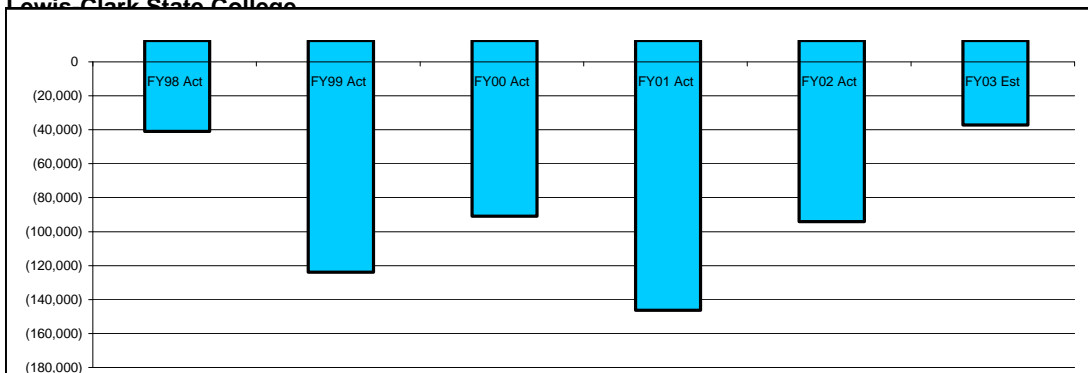
#### Idaho State University



#### University of Idaho



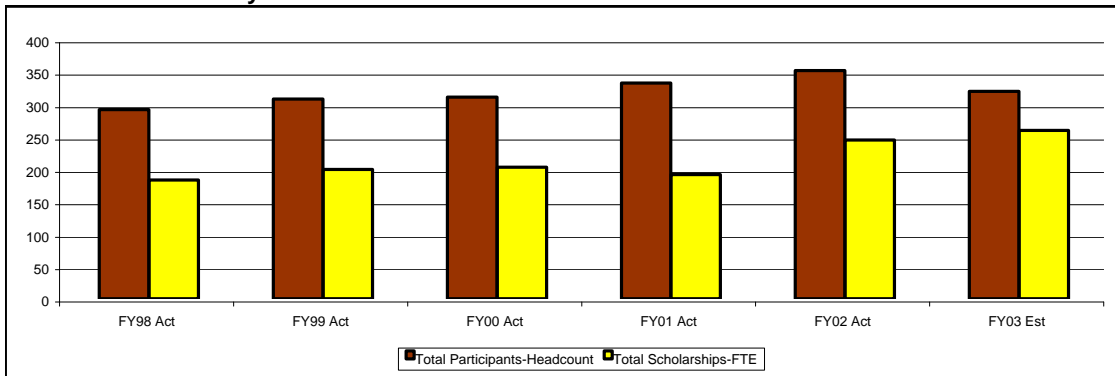
#### Lewis Clark State College



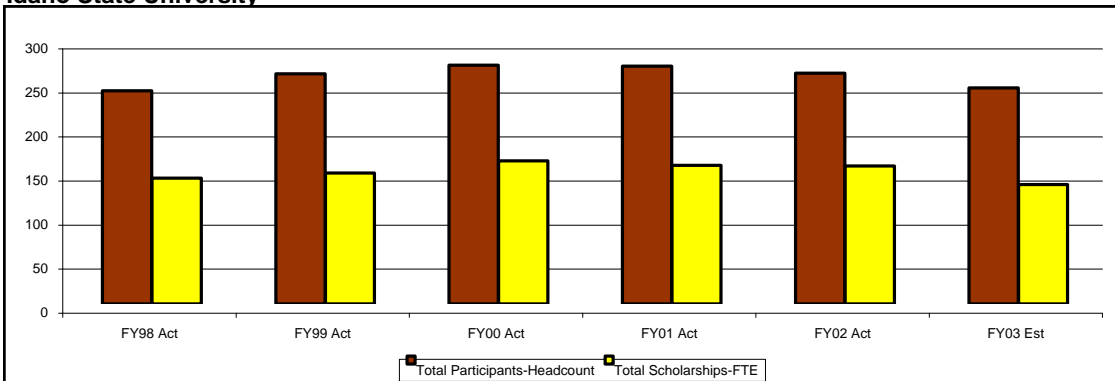
## Intercollegiate Athletic Report

### Athletic Participation and Athletes on Scholarships

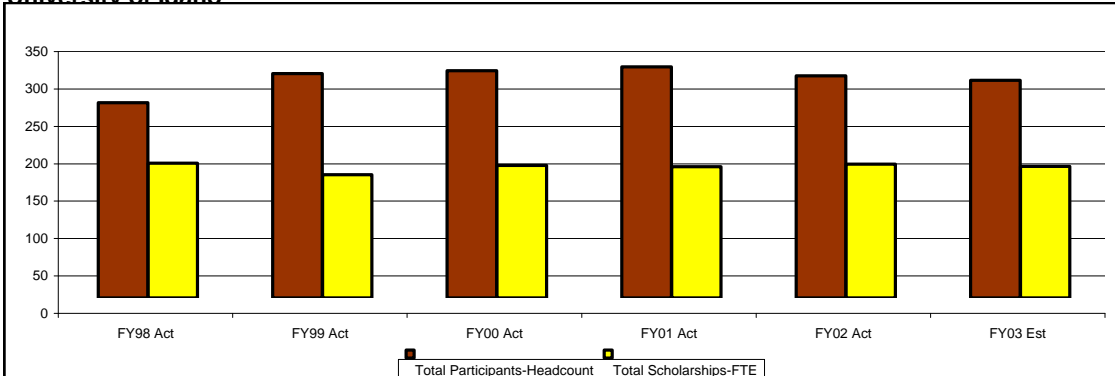
#### Boise State University



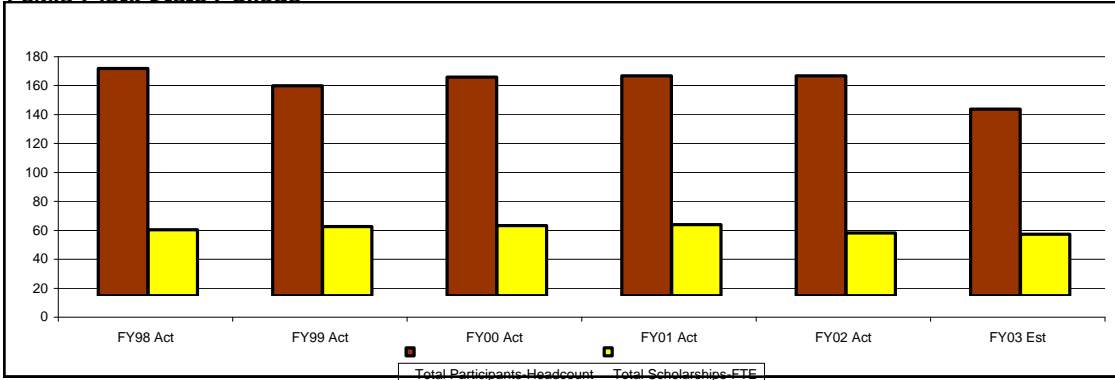
#### Idaho State University



#### University of Idaho



#### Lewis Clark State College



**College & Universities**  
**Intercollegiate Athletics Report**  
**Summary of Revenue and Expenditures**

<u>Revenues/Expend/Fund Balance</u>	<b>Boise State University</b>					
	<u>FY98 Act</u>	<u>FY99 Act</u>	<u>FY00 Act</u>	<u>FY01 Act</u>	<u>FY02 Act</u>	<u>FY03 Est</u>
1 <b>Revenue (Detail):</b>						
2 <b>Program Revenue:</b>						
3 Ticket Sales/Event Revenue	2,081,226	2,385,508	2,206,802	2,152,022	1,921,066	2,245,515
4 Tournament/Bowl/Conf Receipts	294,646	493,599	258,113	461,591	893,379	410,345
5 Media/Broadcast Receipts	214,545	181,988	132,852	282,518	175,050	200,000
6 Concessions/Prog/Parking/Advert	353,052	505,106	894,833	1,294,880	1,253,559	1,342,681
7 Game Guarantees	645,550	371,000	492,400	852,000	518,200	575,000
8 Foundation/Booster/Priv Donations	1,349,829	1,314,256	1,280,483	1,029,726	2,207,963	1,587,134
9 Other	53,493	342,209	584,100	184,417	183,391	317,685
10 Total Program Revenue	4,992,341	5,593,666	5,849,583	6,257,154	7,152,608	6,678,360
11 <b>Non-Program Revenue:</b>						
12 <b>Special Events Revenue:</b>						
13 NCAA Games/Humanitarian			566,218	1,731,162	134,815	0
14 <b>Student Fee Revenue:</b>						
15 Student Fees	1,206,934	1,354,349	1,506,316	1,632,101	1,785,622	1,763,536
16 <b>State Support::</b>						
17 Approp Funds - Limit	1,373,179	1,521,414	1,597,500	1,704,900	1,867,500	1,745,300
18 Approp Funds - Gender Equity						94,000
19 Total State Support	1,373,179	1,521,414	1,597,500	1,704,900	1,867,500	1,839,300
20 <b>Institutional Support:</b>						
21 Auxiliary Enterprises	0	0				
22 Institutional	0	117,000	120,000	266,800	292,200	273,100
23 Total Institutional Support	0	117,000	120,000	266,800	292,200	273,100
24 Total Non-Program Revenue	2,580,113	2,992,763	3,790,034	5,334,963	4,080,137	3,875,936
25 <b>Total Revenue:</b>	7,572,454	8,586,429	9,639,617	11,592,117	11,232,745	10,554,296
26						
27 <b>Expenditures:</b>						
28 Coaches Salaries & Bonuses	1,435,660	1,442,037	1,583,378	1,668,164	2,106,347	1,925,812
29 Other Salaries and Wages	958,069	1,285,410	1,462,833	1,660,102	1,446,693	1,644,462
30 Fringe Benefits	659,308	784,278	863,627	954,587	1,052,014	1,092,155
31 Athletic Scholarship/Grants in Aid	1,201,796	1,384,572	1,487,614	1,410,505	1,478,656	1,842,163
32 Game Guarantees	310,044	522,826	583,394	363,833	245,266	268,800
33 Medical Insurance/Medical Fees	53,685	20,772	14,463	40,108	45,314	30,700
34 Travel:						
35 Team and Coaches	722,754	644,647	886,862	870,288	1,165,340	958,373
36 Recruiting and Other	252,884	215,475	324,245	271,358	260,651	250,238
37 Supplies, Equip, Serv & Op Exp	1,164,170	1,694,298	1,540,319	1,653,770	2,166,451	1,465,368
38 Facility Use Charges	450,397	181,435	75,000	287,396	244,986	334,464
39 Debt Service on Athletic Facilities	337,507	408,976	408,976	697,243	823,069	710,762
40 Special Events			581,972	1,634,605	173,964	10,000
41 Capital Improvements	0	0	33,090	39,940	23,454	19,400
42 <b>Total Expenditures:</b>	7,546,274	8,584,726	9,845,773	11,551,899	11,232,205	10,552,697
43						
44 <b>Excess (Deficiency) of Revenues</b>						
45 <b>Over Expenditures</b>	26,180	1,703	(206,156)	40,218	540	1,599
46						
47 <b>Ending Fund Balance 6/30</b>	180,071	181,774	(24,382)	15,836	16,376	17,435
48						
49 <b>Nonresident Fee Waivers</b>	1,036,484	947,542	1,065,444	1,062,969	1,034,302	1,060,000
50						
51 <b>Athletic Camp Activity:</b>						
52 Camp Revenue	348,508	348,568	363,124	354,759	397,657	350,000
53 Camp Expenditures	323,331	319,461	326,267	315,800	404,317	350,000
54 <b>Camp Surplus/(Deficit)</b>	25,177	29,107	36,857	38,959	(6,660)	0

**College & Universities  
Intercollegiate Athletics Report  
Revenue by Source by Sport**

**Boise State University**

<b>Revenue by Program:</b>		FY98 Act	FY99 Act	FY00 Act	FY01Act	FY02Act	FY03 Est
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	1,284,329	1,314,256	1,280,483	1,029,726	2,207,963	1,587,134
57	Student Fees	1,206,934	1,354,349	1,506,316	1,632,101	1,785,622	1,763,536
58	Appropriated Funds	1,373,179	1,521,414	1,597,500	1,704,900	1,867,500	1,745,300
59	Institutional Support	0	117,000	120,000	266,800	292,200	367,100
60	Special Events			566,218	1,731,162	134,815	0
61	Other	714,191	847,315	1,393,058	1,318,232	1,272,671	1,498,584
62	Total General Revenue	4,578,633	5,154,334	6,463,575	7,682,921	7,560,771	6,961,654
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket Ticket Sales	1,101,811	1,605,571	1,400,586	1,465,846	1,310,537	1,682,844
67	Game Guarantees	615,000	325,000	475,000	815,000	475,000	575,000
68	Media/Broadcast Receipts	128,727	109,193	79,711	226,014	148,704	168,740
69	Other (Tourn/Bowl/Conf)		215,831	25,000	306,493	519,938	301,472
70	Basketball						
71	Ticket Sales	835,458	727,874	772,174	661,710	590,676	541,201
72	Game Guarantees	25,000	46,000	15,000	35,000	40,000	0
73	Media/Broadcast Receipts	85,818	72,795	53,141	56,504	49,146	54,260
74	Other (Tourn/Bowl/Conf)	52,500	79,033	32,804	147,928	178,809	91,302
75	Track & Field/Cross Country	9,132	38,911	38,282	23,888	46,105	21,114
76	Tennis	102	12,167	23,425	8,755	17,868	8,207
77	Baseball Ticket Sales						
78	Wrestling	4,801	24,035	12,561	15,720	28,728	13,306
79	Golf	16,695	12,167	21,069	8,755	17,868	8,207
80	Media/Broadcast Receipts						
81	Total Men's Sport Revenue	2,875,044	3,268,577	2,948,753	3,771,613	3,423,378	3,465,653
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	18,183	6,574	2,135	1,792	1,307	0
85	Game Guarantees	1,000					
86	Other (Tourn/Bowl/Conf)		24,335	25,647	17,510	35,735	18,206
87	Basketball						
88	Ticket Sales	61,081	19,965	24,468	16,132	15,012	14,834
89	Game Guarantees						
90	Media/Broadcast Receipts						
91	Other (Tourn/Bowl/Conf)	9,132	24,335	30,452	17,833	30,971	15,704
92	Track & Field/Cross Country	13,717	38,911	35,462	26,612	55,039	25,218
93	Tennis	9,764	16,223	12,129	8,755	17,868	8,207
94	Gymnastics	5,900	29,119	47,751	22,684	39,062	20,199
95	Golf		4,056	21,944	8,755	17,868	8,207
96	Soccer		0	27,301	17,510	35,735	16,414
97	Rodeo						
98	Total Women's Sport Rev	118,777	163,518	227,289	137,583	248,597	126,989
99	<b>Total Revenue</b>	7,572,454	8,586,429	9,639,617	11,592,117	11,232,745	10,554,296



**College & Universities  
Intercollegiate Athletics Report  
Expenditures by Source by Sport**

		<b>Boise State University</b>					
<b>Expenditures by Admin/Sport</b>		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02Act	FY03 Est
100	<b>Administrative and General</b>						
101	Athletic Director Office	818,537	899,468	1,013,920	844,300	763,607	850,740
102	Fund Raising Office	233,390	219,635	223,334	681,556	638,987	1,038,070
103	Sports Information	204,799	227,495	235,129	296,904	247,702	236,270
104	Trainer/Equipment Manager	138,762	149,830	225,508	181,549	199,079	231,713
105	Equipment Manager	74,026	40,377	88,355	79,492	89,117	77,225
106	Ticket Office	110,860	138,029	141,952	141,310	174,230	184,661
107	Medical/Insurance			13,315	40,108	45,314	30,700
108	Special Events			581,972	1,634,605	173,964	10,000
109	Other Miscellaneous	165,217	194,584	300,120	640,878	733,368	788,017
110	Facilities Mtn & Debt Service				1,322,328	1,412,102	1,110,433
111	Capital Improvements	0		33,090	39,940	60,688	19,400
112	<b>Total Admin &amp; General</b>	<b>1,745,591</b>	<b>1,869,418</b>	<b>2,856,695</b>	<b>5,902,970</b>	<b>4,538,158</b>	<b>4,577,229</b>
113							
114	<b>Men's Programs:</b>						
115	Football	2,674,825	3,241,360	3,338,253	2,609,887	2,932,242	2,631,600
116	Basketball	691,395	708,959	802,283	562,797	783,070	621,222
117	Track & Field/Cross Country	225,343	252,404	289,879	176,164	267,707	244,096
118	Tennis	178,564	214,428	193,286	129,649	168,846	147,445
119	Baseball						
120	Wrestling	199,551	243,075	244,920	259,524	270,152	242,035
121	Golf	74,119	39,186	51,098	66,315	83,265	54,172
122	Volleyball						
123	Rodeo						
124	<b>Total Men's Programs</b>	<b>4,043,797</b>	<b>4,699,412</b>	<b>4,919,719</b>	<b>3,804,336</b>	<b>4,505,283</b>	<b>3,940,570</b>
125							
126	<b>Women's Programs</b>						
127	Volleyball	365,295	355,633	361,071	315,641	354,366	339,585
128	Basketball	505,997	551,754	643,065	466,846	539,275	488,451
129	Track & Field/Cross Country	259,372	288,910	235,667	244,908	335,100	285,825
130	Tennis	180,735	228,811	192,004	159,445	185,655	161,543
131	Gymnastics	274,408	287,264	295,703	312,049	330,064	282,445
132	Golf	98,674	97,128	112,138	97,838	139,628	117,624
133	Soccer	72,405	206,396	229,711	247,866	304,675	265,033
134	Rodeo						94,390
135	<b>Total Women's Programs</b>	<b>1,756,886</b>	<b>2,015,896</b>	<b>2,069,359</b>	<b>1,844,593</b>	<b>2,188,764</b>	<b>2,034,896</b>
136							
137	<b>Total Expenditures</b>	<b>7,546,274</b>	<b>8,584,726</b>	<b>9,845,773</b>	<b>11,551,899</b>	<b>11,232,205</b>	<b>10,552,697</b>

**College & Universities  
Intercollegiate Athletics Report  
Participants by Sport**

<b>Participants by Sport</b>		<b>Boise State University</b>					
		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02Act	FY03 Est
138	<b>Men's Programs:</b>						
139	Football	110.0	100.0	101.0	105.0	118.0	102.0
140	Basketball	16.0	15.0	15.0	14.0	14.0	13.0
141	Track & Field/Cross Country	23.0	33.0	33.0	32.0	38.0	31.0
142	Tennis	13.0	14.0	12.0	11.0	11.0	6.0
143	Baseball						
144	Wrestling	29.0	26.0	27.0	33.0	27.0	30.0
145	Golf	13.0	13.0	10.0	13.0	11.0	13.0
146	Volleyball						
147	Rodeo						
148	Total Male Participation	204.0	201.0	198.0	208.0	219.0	195.0
149	<b>Women's Programs</b>						
150	Volleyball	13.0	12.0	13.0	15.0	18.0	12.0
151	Basketball	15.0	16.0	15.0	15.0	13.0	15.0
152	Track & Field/Cross Country	25.0	25.0	31.0	34.0	37.0	37.0
153	Tennis	9.0	9.0	9.0	9.0	8.0	8.0
154	Gymnastics	17.0	18.0	18.0	18.0	22.0	19.0
155	Golf	9.0	8.0	7.0	8.0	8.0	7.0
156	Soccer		19.0	20.0	26.0	27.0	27.0
157	Rodeo						
158	Total Female Participation	88.0	107.0	113.0	125.0	133.0	125.0
159	<b>Total Participants</b>	292.0	308.0	311.0	333.0	352.0	320.0

**College & Universities  
Intercollegiate Athletics Report  
Scholarships by Sport**

		<b>Boise State University</b>					
<b>Full Ride Scholarships (Hdct)</b>		FY98 Act	FY99 Act	FY00 Act	FY01Act	FY02Act	FY03 Est
160	<b>Men's Programs:</b>						
161	Football	65.0	72.0	79.0	71.0	72.0	78.0
162	Basketball	12.0	13.0	12.0	12.0	11.0	12.0
163	Track & Field/Cross Country	5.0	7.0	5.0	7.0	2.0	6.0
164	Tennis	1.0		0.0		0.0	0.0
165	Baseball						
166	Wrestling		1.0	1.0	2.0	0.0	2.0
167	Golf			0.0		0.0	0.0
168	Volleyball						
169	Subtotal	83.0	93.0	97.0	92.0	85.0	98.0
170	<b>Women's Programs</b>						
171	Volleyball	10.0	11.0	12.0	11.0	10.0	7.0
172	Basketball	13.0	13.0	15.0	10.0	10.0	14.0
173	Track & Field/Cross Country	7.0	7.0	3.0	5.0	4.0	4.0
174	Tennis	8.0	8.0	7.0	7.0	7.0	7.0
175	Gymnastics	11.0	11.0	11.0	10.0	10.0	9.0
176	Golf	3.0	4.0	5.0	3.0	2.0	2.0
177	Soccer			1.0	1.0	2.0	2.0
178	Subtotal	52.0	54.0	54.0	47.0	45.0	45.0
179	<b>Total Full Ride Scholarships</b>	135.0	147.0	151.0	139.0	130.0	143.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football	9.00	12.00	6.00	8.91	7.00	6.00
183	Basketball	1.00		0.22	0.72	0.00	0.00
184	Track & Field/Cross Country	6.86	4.69	6.57	4.06	18.00	13.00
185	Tennis	3.35	4.26	4.18	3.82	8.00	6.00
186	Baseball						
187	Wrestling	9.19	8.81	9.55	7.90	21.00	20.00
188	Golf	4.49	4.50	3.74	4.42	8.00	10.00
189	Volleyball						
190	Rodeo						
191	Subtotal	33.89	34.26	30.26	29.83	62.00	55.00
192	<b>Women's Programs</b>						
193	Volleyball	2.00		0.00	0.71	3.00	3.00
194	Basketball		2.00	0.00	0.96	2.00	0.00
195	Track & Field/Cross Country	9.96	7.15	10.76	8.45	20.00	27.00
196	Tennis			0.50	0.55	0.00	1.00
197	Gymnastics	0.44	1.00	0.41	1.18	4.00	4.00
198	Golf	2.14	1.39	0.48	2.06	5.00	5.00
199	Soccer		6.65	9.52	8.64	19.00	22.00
200	Rodeo						
201	Subtotal	14.54	18.19	21.67	22.55	53.00	62.00
202	<b>Total Partial Scholarships-FTE</b>	48.43	52.45	51.93	52.38	115.00	117.00

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures**

**Idaho State University**

<b>Revenues/Expend/Fund Balance</b>	<b>FY98 Act</b>	<b>FY99 Act</b>	<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Est</b>
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales/Event Revenue	406,346	317,644	359,979	439,619	348,763	365,500
4 Tournament/Bowl/Conf Receipts	259,700	152,104	244,765	345,510	284,136	265,000
5 Media/Broadcast Receipts	46,344	30,419	40,655	31,770	34,200	32,000
6 Concessions/Prog/Parking/Advert	241,646	275,230	258,520	325,272	283,668	233,000
7 Game Guarantees	111,000	184,253	45,000	126,250	141,000	179,000
8 Foundation/Booster/Priv Donations	409,891	434,220	427,085	460,340	418,576	373,258
9 Other	19,342	19,423	21,638	12,100	24,067	44,334
10 Total Program Revenue	1,494,269	1,413,293	1,397,642	1,740,861	1,534,410	1,492,092
<b>11 Non-Program Revenue:</b>						
<b>12 Special Events Revenue:</b>						
13 NCAA Games/Humanitarian				76,370	332	
<b>14 Student Fee Revenue:</b>						
15 Student Fees	1,156,526	1,348,377	1,492,185	1,619,987	1,812,229	1,796,158
<b>16 State Support::</b>						
17 Approp Funds - Limit	1,397,500	1,522,200	1,597,500	1,704,900	1,867,500	1,745,300
18 Approp Funds - Gender Equity	86,134	50,000	100,000	200,000	300,000	300,000
19 Total State Support	1,483,634	1,572,200	1,697,500	1,904,900	2,167,500	2,045,300
<b>20 Institutional Support:</b>						
21 Auxiliary Enterprises	63,000	63,000	63,000	63,000	46,000	46,000
22 Institutional	33,308	476,978	287,000	304,000	287,240	227,640
23 Total Institutional Support	96,308	539,978	350,000	367,000	333,240	273,640
24 Total Non-Program Revenue	2,736,468	3,460,555	3,539,685	3,968,257	4,313,301	4,115,098
<b>25 Total Revenue:</b>	<b>4,230,737</b>	<b>4,873,848</b>	<b>4,937,327</b>	<b>5,709,118</b>	<b>5,847,711</b>	<b>5,607,190</b>
<b>26</b>						
<b>27 Expenditures:</b>						
28 Coaches Salaries & Bonuses	802,126	930,236	911,661	917,151	961,688	1,016,576
29 Other Salaries and Wages	605,801	664,413	635,513	765,357	858,460	850,642
30 Fringe Benefits	398,750	454,147	453,219	494,834	550,516	620,213
31 Athletic Scholarship/Grants in Aid	891,744	987,202	1,107,374	1,204,564	1,255,692	1,322,376
32 Game Guarantees	73,100	52,400	71,923	34,100	63,600	49,500
33 Medical Insurance/Medical Fees	53,917	58,955	47,663	55,705	64,133	201,878
34 Travel:						
35 Team and Coaches	351,909	466,001	495,158	528,549	476,887	447,666
36 Recruiting and Other	151,144	198,119	185,542	185,873	202,329	190,125
37 Supplies, Equip, Serv & Op Exp	795,900	878,792	932,272	1,032,379	1,051,459	823,214
38 Facility Use Charges	85,000	85,000	85,000	85,000	85,000	85,000
39 Debt Service on Athletic Facilities						
40 Special Event:				60,399	0	
41 Capital Improvements	27,194	56,827	35,551	33,428	45,468	
42 Total Expenditures:	4,236,585	4,832,092	4,960,876	5,397,339	5,615,232	5,607,190
<b>43</b>						
<b>44 Excess (Deficiency) of Revenues</b>						
<b>45 Over Expenditures</b>	(5,848)	41,756	(23,549)	311,779	232,479	0
<b>46</b>						
<b>47 Ending Fund Balance 6/30</b>	21,107	62,863	39,314	351,093	583,572	583,572
<b>48</b>						
<b>49 Nonresident Fee Waivers</b>	740,262	831,068	751,620	789,360	792,480	829,920
<b>50</b>						
<b>51 Athletic Camp Activity:</b>						
52 Camp Revenue	175,600	195,972	118,112	106,848	212,310	120,000
53 Camp Expenditures	156,633	181,650	128,238	109,606	175,452	120,000
54 <b>Camp Surplus/(Deficit)</b>	18,967	14,322	(10,126)	(2,758)	36,858	0

**College & Universities  
Intercollegiate Athletics Report  
Revenue by Source by Sport**

		<b>Idaho State University</b>					
<b>Revenue by Program:</b>		FY98 Act	FY99 Act	FY00 Act	FY01Act	FY02 Act	FY03 Est
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	440,449	434,220	427,085	460,340	418,576	373,258
57	Student Fees	1,156,526	1,348,377	1,492,185	1,619,987	1,812,229	1,796,158
58	Appropriated Funds	1,483,634	1,572,200	1,697,500	1,904,900	2,167,500	2,045,300
59	Institutional Support	96,308	539,978	350,000	367,000	350,240	227,640
60	Special Events				76,370	332	
61	Other	368,172	367,140	452,358	667,433	526,331	582,334
62	Total General Revenue	3,545,089	4,261,915	4,419,128	5,096,030	5,275,208	5,024,690
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket Ticket Sales	234,906	161,696	199,033	197,227	192,206	200,000
67	Game Guarantees	70,000	120,000	0	70,000	70,000	80,000
68	Media/Broadcast Receipts	23,644	15,547	24,425	18,678	17,400	8,500
69	Other (Tourn/Bowl/Conf)	9,515	19,232	17,741	20,248	7,637	
70	Basketball						
71	Ticket Sales	162,897	148,348	148,643	149,853	131,896	155,000
72	Game Guarantees	41,000	63,000	45,000	55,000	67,000	95,000
73	Media/Broadcast Receipts	22,138	14,193	14,900	12,000	16,200	8,500
74	Other (Tourn/Bowl/Conf)	63,110	18,540	10,456	27,517	10,957	10,000
75	Track & Field/Cross Country	2,231	2,515	2,221	2,070	4,516	750
76	Tennis	2,228	2,245	164	1,162	1,236	0
77	Baseball Ticket Sales						
78	Wrestling						
79	Golf	10,809	7,794	5,949	4,364	5,986	
80	Media/Broadcast Receipts						
81	Total Men's Sport Revenue	642,478	573,110	468,531	558,119	525,034	557,750
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	1,417	1,053	1,809	1,258	4,093	2,500
85	Game Guarantees						
86	Other (Tourn/Bowl/Conf)	2,376	1,854	1,086	2,693	945	
87	Basketball						
88	Ticket Sales	6,994	4,112	7,437	13,310	11,970	8,000
89	Game Guarantees		1,000		1,000	4,000	4,000
90	Media/Broadcast Receipts	563	450	1,330	892	600	3,000
91	Other (Tourn/Bowl/Conf)	7,348	2,999	12,947	4,331	5,887	3,000
92	Track & Field/Cross Country	3,903	4,831	2,856	2,417	5,008	750
93	Tennis	1,718	493	50	1,181	901	
94	Gymnastics						
95	Golf	1,851	3,290	1,610	3,055	5,490	
96	Soccer		1,741	3,543	7,832	8,573	3,500
97	Rodeo						
98	Total Women's Sport Rev	26,170	21,823	32,668	37,969	47,468	24,750
99	<b>Total Revenue</b>	4,213,737	4,856,848	4,920,327	5,692,118	5,847,711	5,607,190

**College & Universities  
Intercollegiate Athletics Report  
Expenditures by Source by Sport**

		<b>Idaho State University</b>					
<b>Expenditures by Admin/Sport</b>		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
100	<b>Administrative and General</b>						
101	Athletic Director Office	686,154	751,811	676,655	756,732	762,136	828,632
102	Fund Raising Office	111,044	111,660	136,241	168,190	198,403	171,209
103	Sports Information	104,319	103,457	110,739	110,952	131,320	114,136
104	Trainer/Equipment Manager	106,749	137,367	118,965	123,570	124,962	181,628
105	Equipment Manager	45,107	55,750	49,727	46,364	45,217	49,812
106	Ticket Office						
107	Medical/Insurance	73,621	88,603	84,218	74,535	83,014	97,803
108	Special Events				60,399	2,862	
109	Other Miscellaneous	32,720	141,580	128,937	240,453	272,767	146,216
110	FacilitiesMtn & Debt Service					5,900	
111	Capital Improvements	19,419					
112	<b>Total Admin &amp; General</b>	<b>1,179,133</b>	<b>1,390,228</b>	<b>1,305,482</b>	<b>1,581,195</b>	<b>1,626,581</b>	<b>1,589,436</b>
113							
114	<b>Men's Programs:</b>						
115	Football	1,215,212	1,323,939	1,369,728	1,380,883	1,497,876	1,434,899
116	Basketball	522,629	501,844	515,895	551,957	558,904	541,478
117	Track & Field/Cross Country	161,374	184,939	183,182	201,459	222,320	221,575
118	Tennis	83,454	81,741	72,920	85,278	81,023	83,392
119	Baseball						
120	Wrestling						
121	Golf	46,881	59,067	63,576	77,230	55,890	55,561
122	Volleyball						
123	Rodeo						
124	<b>Total Men's Programs</b>	<b>2,029,550</b>	<b>2,151,530</b>	<b>2,205,301</b>	<b>2,296,807</b>	<b>2,416,013</b>	<b>2,336,905</b>
125							
126	<b>Women's Programs</b>						
127	Volleyball	250,331	259,539	284,742	293,438	313,022	287,898
128	Basketball	382,630	394,082	434,538	449,606	480,610	479,962
129	Track & Field/Cross Country	193,140	212,994	236,755	261,025	259,732	308,273
130	Tennis	92,330	99,345	95,421	112,329	127,278	125,569
131	Gymnastics						
132	Golf	73,698	84,466	98,916	88,390	71,778	85,834
133	Soccer	35,773	239,908	299,721	314,549	320,218	299,363
134	Rodeo						93,950
135	<b>Total Women's Programs</b>	<b>1,027,902</b>	<b>1,290,334</b>	<b>1,450,093</b>	<b>1,519,337</b>	<b>1,572,638</b>	<b>1,680,849</b>
136							
137	<b>Total Expenditures</b>	<b>4,236,585</b>	<b>4,832,092</b>	<b>4,960,876</b>	<b>5,397,339</b>	<b>5,615,232</b>	<b>5,607,190</b>

**College & Universities  
Intercollegiate Athletics Report  
Participants by Sport**

<b>Participants by Sport</b>		<b>Idaho State University</b>					
		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
138	<b>Men's Programs:</b>						
139	Football	91	96	90	85.0	85.0	81.0
140	Basketball	15	14	14	15.0	18.0	14.0
141	Track & Field/Cross Country	34	34	42	42.0	33.0	30.0
142	Tennis	10	7	7	9.0	8.0	7.0
143	Baseball						
144	Wrestling						
145	Golf	12	9	10	10.0	11.0	11.0
146	Volleyball						
147	Rodeo						
148	Total Male Participation	162	160	163	161.0	155.0	143.0
149	<b>Women's Programs</b>						
150	Volleyball	13	13	13	14.0	11.0	13.0
151	Basketball	14	14	15	15.0	18.0	14.0
152	Track & Field/Cross Country	33	36	44	43.0	39.0	39.0
153	Tennis	10	7	8	9.0	9.0	6.0
154	Gymnastics						
155	Golf	10	11	7	8.0	7.0	6.0
156	Soccer		20	21	20.0	23.0	24.0
157	Rodeo						
158	Total Female Participation	80	101	108	109.0	107.0	102.0
159	<b>Total Participants</b>	242	261	271	270.0	262.0	245.0



**College & Universities  
Intercollegiate Athletics Report  
Scholarships by Sport**

		<b>Idaho State University</b>					
<b>Full Ride Scholarships (Hdct)</b>		FY98 Act	FY99 Act	FY00 Act	FY01Act	FY02 Act	FY03 Est
160	<b>Men's Programs:</b>						
161	Football	52.0	48.5	52.0	47.0	53.0	44.0
162	Basketball	13.0	13.0	11.0	12.0	12.0	13.0
163	Track & Field/Cross Country			0.0	0.0	0.0	0.0
164	Tennis	2.5		0.0	0.0	0.0	4.0
165	Baseball						
166	Wrestling						
167	Golf			0.0	1.0	1.0	0.0
168	Volleyball						
169	Subtotal	67.5	61.5	63.0	60.0	66.0	61.0
170	<b>Women's Programs</b>						
171	Volleyball	11.5	11.0	11.0	10.0	10.0	11.0
172	Basketball	14.0	14.0	14.0	15.0	15.0	14.0
173	Track & Field/Cross Country	1.0		0.0	0.0	1.0	0.0
174	Tennis	4.5	6.5	6.0	5.0	6.0	4.0
175	Gymnastics						
176	Golf	4.0	3.0	5.0	5.0	3.0	0.0
177	Soccer		2.0	5.0	6.0	5.0	4.0
178	Subtotal	35.0	36.5	41.0	41.0	40.0	33.0
179	<b>Total Scholarships</b>	102.5	98.0	104.0	101.0	106.0	94.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football	7.44	10.14	12.20	13.36	6.70	11.00
183	Basketball			1.46	0.98	0.50	0.00
184	Track & Field/Cross Country	11.90	10.91	11.06	10.47	10.90	10.78
185	Tennis	2.00	4.48	4.35	4.09	4.02	0.00
186	Baseball						
187	Wrestling						
188	Golf	4.30	3.60	4.06	3.65	2.88	1.14
189	Volleyball						
190	Rodeo						
191	Subtotal	25.64	29.13	33.13	32.55	25.00	22.92
192	<b>Women's Programs</b>						
193	Volleyball			0.00	0.48	0.47	0.00
194	Basketball			0.00	0.00	0.00	0.00
195	Track & Field/Cross Country	12.82	15.13	16.32	15.95	13.20	10.40
196	Tennis	0.80		0.00	1.49	2.25	0.00
197	Gymnastics						
198	Golf	1.12	2.93	1.23	0.94	1.25	2.30
199	Soccer		3.31	7.53	4.96	8.26	6.02
200	Rodeo						
201	Subtotal	14.74	21.37	25.08	23.82	25.43	18.72
202	<b>Total Scholarships</b>	40.38	50.50	58.21	56.37	50.43	41.64

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures**

		<b>University of Idaho</b>					
<b>Revenues/Expend/Fund Balance</b>		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
1	<b>Revenue (Detail):</b>						
2	<b>Program Revenue:</b>						
3	Ticket Sales/Event Revenue	354,337	354,729	429,507	269,458	272,267	301,494
4	Tournament/Bowl/Conf Receipts	221,823	361,336	298,590	436,820	260,837	287,458
5	Media/Broadcast Receipts	93,500	63,500	61,000	81,000	68,308	102,000
6	Concessions/Prog/Parking/Advert	195,184	273,001	379,788	401,446	438,923	528,952
7	Game Guarantees	320,150	879,000	1,051,000	1,286,300	1,307,800	1,161,500
8	Foundation/Booster/Priv Donations	1,064,718	1,261,508	1,175,828	1,342,656	1,468,537	1,691,537
9	Other	22,619	182,163	245,606	239,709	270,129	235,675
10	<b>Total Program Revenue</b>	<b>2,272,331</b>	<b>3,375,237</b>	<b>3,641,319</b>	<b>4,057,389</b>	<b>4,086,801</b>	<b>4,308,616</b>
11	<b>Non-Program Revenue:</b>						
12	<b>Special Events Revenue:</b>						
13	NCAA Games/Humanitarian		501,705				
14	<b>Student Fee Revenue:</b>						
15	Student Fees	1,034,883	1,210,433	1,348,076	1,452,381	1,631,225	1,688,245
16	<b>State Support::</b>						
17	Approp Funds - Limit	1,397,500	1,522,200	1,597,500	1,704,900	1,780,143	1,587,400
18	Approp Funds - Gender Equity	115,000	138,800	184,504	174,700	191,800	275,760
19	<b>Total State Support</b>	<b>1,512,500</b>	<b>1,661,000</b>	<b>1,782,004</b>	<b>1,879,600</b>	<b>1,971,943</b>	<b>1,863,160</b>
20	<b>Institutional Support:</b>						
21	Auxiliary Enterprises	238,403	362,313	368,472	50,000	50,000	50,000
22	Institutional	158,763	149,327	131,528	483,600	534,500	496,200
23	<b>Total Institutional Support</b>	<b>397,166</b>	<b>511,640</b>	<b>500,000</b>	<b>533,600</b>	<b>584,500</b>	<b>546,200</b>
24	<b>Total Non-Program Revenue</b>	<b>2,944,549</b>	<b>3,884,778</b>	<b>3,630,080</b>	<b>3,865,581</b>	<b>4,187,668</b>	<b>4,097,605</b>
25	<b>Total Revenue:</b>	<b>5,216,880</b>	<b>7,260,015</b>	<b>7,271,399</b>	<b>7,922,970</b>	<b>8,274,469</b>	<b>8,406,221</b>
26							
27	<b>Expenditures:</b>						
28	Coaches Salaries & Bonuses	941,032	1,071,783	1,271,316	1,402,025	1,635,018	1,622,740
29	Other Salaries and Wages	790,432	889,628	1,010,002	1,190,158	1,215,949	1,147,667
30	Fringe Benefits	449,154	500,547	569,546	658,035	743,764	749,528
31	Athletic Scholarship/Grants in Aid	978,400	1,133,089	1,244,818	1,405,258	1,473,765	1,538,801
32	Game Guarantees	246,394	215,060	178,309	382,850	221,100	398,600
33	Medical Insurance/Medical Fees	150,137	161,840	169,564	150,578	171,092	179,000
34	Travel:						
35	Team and Coaches	663,331	870,862	893,532	892,834	1,015,220	835,982
36	Recruiting and Other	240,878	254,502	296,357	315,904	272,954	250,854
37	Supplies, Equip, Serv & Op Exp	1,044,690	1,434,885	1,467,337	1,397,374	1,523,623	1,490,761
38	Facility Use Charges	14,592	4,081	73,079	61,152	110,000	110,000
39	Debt Service on Athletic Facilities			0		0	0
40	Special Event:						
41	Capital Improvements	27,693	103,042	80,223	57,240	57,450	71,941
42	<b>Total Expenditures:</b>	<b>5,546,733</b>	<b>6,639,319</b>	<b>7,254,083</b>	<b>7,913,408</b>	<b>8,439,935</b>	<b>8,395,874</b>
43							
44	<b>Excess (Deficiency) of Revenues</b>						
45	<b>Over Expenditures</b>	<b>(329,853)</b>	<b>620,696</b>	<b>17,316</b>	<b>9,562</b>	<b>(165,466)</b>	<b>10,347</b>
46							
47	<b>Ending Fund Balance 6/30</b>	<b>(294,096)</b>	<b>233,282</b>	<b>245,553</b>	<b>255,115</b>	<b>89,649</b>	<b>99,996</b>
48							
49	<b>Nonresident Fee Waivers</b>	<b>894,347</b>	<b>976,776</b>	<b>1,062,682</b>	<b>1,025,191</b>	<b>1,061,780</b>	<b>1,080,000</b>
50							
51	<b>Athletic Camp Activity:</b>						
52	Camp Revenue	197,537	290,664	229,175	210,331	177,820	177,820
53	Camp Expenditures	197,661	383,982	234,220	216,334	177,820	177,820
54	<b>Camp Surplus/(Deficit)</b>	<b>(124)</b>	<b>(93,318)</b>	<b>(5,045)</b>	<b>(6,003)</b>	<b>0</b>	<b>0</b>

**College & Universities  
Intercollegiate Athletics Report  
Revenue by Source by Sport**

<b>Revenue by Program:</b>		<b>University of Idaho</b>					
		FY98 Act	FY99 Act	FY00 Act	FY01Act	FY02 Act	FY03 Est
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	987,396	1,176,680	1,175,828	1,342,656	1,468,537	1,691,537
57	Student Fees	1,034,883	1,210,433	1,348,076	1,452,381	1,631,225	1,688,245
58	Appropriated Funds	1,512,500	1,661,000	1,782,004	1,704,900	1,971,943	1,863,160
59	Institutional Support	397,166	511,640	500,000	708,300	584,500	546,200
60	Special Events						
61	Other	475,780	673,491	881,442	975,669	939,799	1,000,185
62	Total General Revenue	4,407,725	5,233,244	5,687,350	6,183,906	6,596,004	6,789,327
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket Ticket Sales	273,524	176,931	380,747	233,986	242,795	252,494
67	Game Guarantees	285,000	782,500	950,000	1,240,000	1,260,000	1,090,000
68	Media/Broadcast Receipts	10,500	30,850	31,000	21,000	0	0
69	Other (Tourn/Bowl/Conf)	46,638	269,786	3,250	78,195	7,222	34,000
70	Basketball						
71	Ticket Sales	47,580	58,815	41,719	27,166	23,944	40,000
72	Game Guarantees	30,000	90,000	92,000	45,000	40,000	65,000
73	Media/Broadcast Receipts		27,439	30,000	0	0	0
74	Other (Tourn/Bowl/Conf)	79,286	60,341	11,377	24,111	0	0
75	Track & Field/Cross Country	7,647	3,704	10,405	0	4,910	4,000
76	Tennis	393		277	0	1,000	0
77	Baseball Ticket Sales	NA	NA	NA	NA	NA	NA
78	Wrestling	NA	NA	NA	NA	NA	NA
79	Golf	0	2,020	1,427	300	8,795	5,400
80	Media/Broadcast Receipts	0	0	0	60,000	68,308	102,000
81	Total Men's Sport Revenue	780,568	1,502,386	1,552,202	1,729,758	1,656,974	1,592,894
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	7,947	5,970	3,702	4,242	2,650	4,000
85	Game Guarantees	1,000		0	0	1,500	1,500
86	Other (Tourn/Bowl/Conf)	2,269		0	0	0	0
87	Basketball						
88	Ticket Sales	7,004	5,001	3,338	4,064	2,878	5,000
89	Game Guarantees	3,500	3,500	9,000	0	5,000	5,000
90	Media/Broadcast Receipts	898	0	0	0	0	0
91	Other (Tourn/Bowl/Conf)	2,969	0	0		0	0
92	Track & Field/Cross Country	0	6,511	10,330	0	4,988	4,000
93	Tennis	0	0	277	1,000	0	0
94	Gymnastics	NA	NA	NA		NA	NA
95	Golf	3,000	1,700	3,685	0	4,475	4,500
96	Soccer	0	0	1,515		0	0
97	Rodeo	NA	NA	NA		NA	NA
98	Total Women's Sport Rev	28,587	22,682	31,847	9,306	21,491	24,000
99	<b>Total Revenue</b>	5,216,880	6,758,312	7,271,399	7,922,970	8,274,469	8,406,221

**College & Universities  
Intercollegiate Athletics Report  
Expenditures by Source by Sport**

<b>Expenditures by Admin/Sport</b>		<b>University of Idaho</b>					
		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
<b>100</b>	<b>Administrative and General</b>						
101	Athletic Director Office	653,324	768,920	835,422	626,709	660,186	630,404
102	Fund Raising Office	217,232	190,516	238,818	344,019	276,368	313,679
103	Sports Information	90,826	111,978	134,663	150,931	163,933	155,745
104	Trainer/Equipment Manager	388,564	506,783	211,849	384,442	429,261	371,025
105	Equipment Manager						
106	Ticket Office	20,458	21,000	13,680	20,899	18,512	34,200
107	Medical/Insurance			293,667	150,578	316,202	338,726
108	Special Events			0	0	0	0
109	Other Miscellaneous	249,778	323,373	510,362	676,407	754,741	482,810
110	Facilities Mtn & Debt Service						
111	Capital Improvements	24,946	104,037	80,223	57,240	57,450	71,941
<b>112</b>	<b>Total Admin &amp; General</b>	<b>1,645,128</b>	<b>2,026,607</b>	<b>2,318,684</b>	<b>2,411,225</b>	<b>2,676,653</b>	<b>2,398,530</b>
113							
<b>114</b>	<b>Men's Programs:</b>						
115	Football	1,839,945	2,264,976	2,300,668	2,635,569	2,772,447	2,934,293
116	Basketball	577,821	693,820	705,678	799,035	880,871	897,422
117	Track & Field/Cross Country	239,900	220,856	232,615	223,248	235,168	236,409
118	Tennis	74,331	72,706	76,138	84,065	95,123	66,551
119	Baseball						
120	Wrestling						
121	Golf	72,088	71,202	79,893	85,217	88,029	96,450
122	Volleyball						
123	Rodeo						
<b>124</b>	<b>Total Men's Programs</b>	<b>2,804,085</b>	<b>3,323,560</b>	<b>3,394,992</b>	<b>3,827,134</b>	<b>4,071,638</b>	<b>4,231,125</b>
125							
<b>126</b>	<b>Women's Programs</b>						
127	Volleyball	290,571	288,748	325,013	321,579	358,568	401,515
128	Basketball	383,348	425,973	522,396	545,933	503,057	513,059
129	Track & Field/Cross Country	223,185	226,938	265,841	292,395	280,652	302,830
130	Tennis	78,806	92,775	115,339	131,760	140,484	134,357
131	Gymnastics						
132	Golf	89,133	87,275	85,773	113,859	123,940	125,666
133	Soccer	32,477	167,441	226,045	269,523	284,943	288,792
134	Rodeo						
<b>135</b>	<b>Total Women's Programs</b>	<b>1,097,520</b>	<b>1,289,150</b>	<b>1,540,407</b>	<b>1,675,049</b>	<b>1,691,644</b>	<b>1,766,219</b>
136							
<b>137</b>	<b>Total Expenditures</b>	<b>5,546,733</b>	<b>6,639,317</b>	<b>7,254,083</b>	<b>7,913,408</b>	<b>8,439,935</b>	<b>8,395,874</b>

**College & Universities  
Intercollegiate Athletics Report  
Participants by Sport**

<b>Participants by Sport</b>		<b>University of Idaho</b>					
		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
138	<b>Men's Programs:</b>						
139	Football	97.0	105.0	116.0	115.0	116.0	107.0
140	Basketball	15.0	15.0	14.0	16.0	10.0	12.0
141	Track & Field/Cross Country	43.0	46.0	38.0	38.0	35.0	38.0
142	Tennis	11.0	8.0	7.0	10.0	9.0	7.0
143	Baseball						
144	Wrestling						
145	Golf	12.0	16.0	13.0	9.0	10.0	16.0
146	Volleyball						
147	Rodeo						
148	Total Male Participation	178.0	190.0	188.0	188.0	180.0	180.0
149	<b>Women's Programs</b>						
150	Volleyball	15.0	13.0	15.0	14.0	13.0	13.0
151	Basketball	15.0	14.0	16.0	16.0	19.0	14.0
152	Track & Field/Cross Country	35.0	38.0	40.0	43.0	40.0	42.0
153	Tennis	9.0	9.0	7.0	8.0	8.0	8.0
154	Gymnastics						
155	Golf	9.0	9.0	9.0	11.0	10.0	8.0
156	Soccer		27.0	29.0	29.0	27.0	26.0
157	Rodeo						
158	Total Female Participation	83.0	110.0	116.0	121.0	117.0	111.0
159	<b>Total Participants</b>	261.0	300.0	304.0	309.0	297.0	291.0

**College & Universities  
Intercollegiate Athletics Report  
Scholarships by Sport**

		<b>University of Idaho</b>					
<b>Full Ride Scholarships (Hdct)</b>		FY98 Act	FY99 Act	FY00 Act	FY01Act	FY02 Act	FY03 Est
160	<b>Men's Programs:</b>						
161	Football	71.5	70.0	77.0	78.0	82.0	82.0
162	Basketball	12.0	10.0	13.0	11.5	10.5	9.0
163	Track & Field/Cross Country	9.5	5.0	8.0	6.5	7.0	5.0
164	Tennis	1.0	0.0	0.0	0.0	0.0	0.0
165	Baseball						
166	Wrestling						
167	Golf			1.0	0.0	0.0	0.0
168	Volleyball						
169	Subtotal	94.0	85.0	99.0	96.0	99.5	96.0
170	<b>Women's Programs</b>						
171	Volleyball	10.5	11.0	11.0	11.0	11.5	12.0
172	Basketball	13.0	14.0	14.5	14.0	13.5	13.0
173	Track & Field/Cross Country	10.0	9.0	13.5	11.0	9.5	8.0
174	Tennis	6.5	5.5	7.0	7.0	8.0	8.0
175	Gymnastics						
176	Golf	3.0	2.0	1.0	1.0	2.0	2.0
177	Soccer			5.0	5.0	5.0	4.0
178	Subtotal	43.0	41.5	52.0	49.0	49.5	47.0
179	<b>Total Scholarships</b>	137.0	126.5	151.0	145.0	149.0	143.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football		5.4	1.9	2.10	0.00	0.00
183	Basketball		1.2	0.0	0.20	0.00	0.00
184	Track & Field/Cross Country	6.0	4.9	2.1	3.50	3.80	5.40
185	Tennis	6.0	4.0	4.2	3.80	4.50	3.60
186	Baseball						
187	Wrestling						
188	Golf	10.0	4.2	3.1	4.10	3.50	3.60
189	Volleyball						
190	Rodeo						
191	Subtotal	22.0	19.8	11.3	13.70	11.80	12.60
192	<b>Women's Programs</b>						
193	Volleyball		0.1	0.0	0.00	0.00	0.00
194	Basketball			0.0	0.00	0.00	0.00
195	Track & Field/Cross Country	16.0	6.8	4.4	6.60	7.50	9.60
196	Tennis			0.0	0.00	0.00	0.00
197	Gymnastics						
198	Golf	5.0	3.5	4.4	4.00	3.90	3.60
199	Soccer		7.8	6.0	6.20	6.50	7.00
200	Rodeo						
201	Subtotal	21.0	18.3	14.8	16.80	17.90	20.20
202	<b>Total Scholarships</b>	43.0	38.0	26.1	30.50	29.70	32.80

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**College & Universities  
Intercollegiate Athletics Report  
Summary of Revenue and Expenditures**

**Lewis-Clark State College**

<b>Revenues/Expend/Fund Balance</b>	<b>FY98 Act</b>	<b>FY99 Act</b>	<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Est</b>
<b>1 Revenue (Detail):</b>						
<b>2 Program Revenue:</b>						
3 Ticket Sales/Event Revenue	19,802	19,204	22,765	22,619	22,059	23,500
4 Tournament/Bowl/Conf Receipts	0					
5 Media/Broadcast Receipts	3,600	3,600	3,600	3,600	4,800	3,600
6 Concessions/Prog/Parking/Advert						
7 Game Guarantees						
8 Foundation/Booster/Priv Donations	293,229	253,995	274,707	257,493	252,623	281,000
9 Other	16,989	14,256	13,487	7,805	9,754	12,000
10 <b>Total Program Revenue</b>	<b>333,620</b>	<b>291,055</b>	<b>314,559</b>	<b>291,517</b>	<b>289,236</b>	<b>320,100</b>
<b>11 Non-Program Revenue:</b>						
<b>12 Special Events Revenue:</b>						
13 NCAA Games/Humanitarian			347,173	345,265	387,217	350,000
<b>14 Student Fee Revenue:</b>						
15 Student Fees	198,499	231,175	234,228	274,478	273,821	262,000
<b>16 State Support::</b>						
17 Approp Funds - Limit	509,762	552,460	533,247	605,064	681,200	648,800
18 Approp Funds - Gender Equity		7,400	7,400	10,000	13,000	13,000
19 <b>Total State Support</b>	<b>509,762</b>	<b>559,860</b>	<b>540,647</b>	<b>615,064</b>	<b>694,200</b>	<b>661,800</b>
<b>20 Institutional Support:</b>						
21 Auxiliary Enterprises						
22 Institutional	39,339	17,000	67,900	111,200	110,604	90,000
23 <b>Total Institutional Support</b>	<b>39,339</b>	<b>17,000</b>	<b>67,900</b>	<b>111,200</b>	<b>110,604</b>	<b>90,000</b>
24 <b>Total Non-Program Revenue</b>	<b>747,600</b>	<b>808,035</b>	<b>1,189,948</b>	<b>1,346,007</b>	<b>1,465,842</b>	<b>1,363,800</b>
<b>25 Total Revenue:</b>	<b>1,081,220</b>	<b>1,099,090</b>	<b>1,504,507</b>	<b>1,637,524</b>	<b>1,755,078</b>	<b>1,683,900</b>
<b>26</b>						
<b>27 Expenditures:</b>						
28 Coaches Salaries & Bonuses	207,318	217,533	216,402	199,098	250,449	246,800
29 Other Salaries and Wages	157,055	169,063	178,936	241,055	201,676	141,500
30 Fringe Benefits	100,486	106,586	124,031	107,224	130,171	126,900
31 Athletic Scholarship/Grants in Aid	181,908	208,598	186,521	256,559	280,440	214,700
32 Game Guarantees						
33 Medical Insurance/Medical Fees	19,438	17,422	15,949	12,000	11,040	20,000
34 Travel:						
35 Team and Coaches	158,269	167,204	171,922	180,280	218,331	132,500
36 Recruiting and Other	12,334	22,606	21,509	21,151	6,800	17,500
37 Supplies, Equip, Serv & Op Exp	205,387	243,754	259,149	322,931	253,270	372,000
38 Facility Use Charges	26,503	29,256	32,877	49,828	32,473	30,000
39 Debt Service on Athletic Facilities						
40 Special Event: World Series			264,196	302,820	318,217	325,000
41 Capital Improvements						
42 <b>Total Expenditures:</b>	<b>1,068,698</b>	<b>1,182,022</b>	<b>1,471,492</b>	<b>1,692,946</b>	<b>1,702,867</b>	<b>1,626,900</b>
<b>43</b>						
<b>44 Excess (Deficiency) of Revenues</b>						
45 <b>Over Expenditures</b>	12,522	(82,932)	33,015	(55,422)	52,211	57,000
<b>46</b>						
47 <b>Ending Fund Balance 6/30</b>	(53,541)	(136,473)	(103,458)	(158,880)	(106,669)	(49,669)
<b>48</b>						
49 <b>Nonresident Fee Waivers</b>	235,821	287,379	330,016	381,337	333,619	340,000
<b>50</b>						
<b>51 Athletic Camp Activity:</b>						
52 Camp Revenue	28,928	37,079	36,828	27,919	39,330	30,000
53 Camp Expenditures	23,342	23,911	24,429	20,561	27,578	24,000
54 <b>Camp Surplus/(Deficit)</b>	<b>5,586</b>	<b>13,168</b>	<b>12,399</b>	<b>7,358</b>	<b>11,752</b>	<b>6,000</b>

**College & Universities  
Intercollegiate Athletics Report  
Revenue by Source by Sport**

**Lewis-Clark State College**

<b>Revenue by Program:</b>		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
55	<b>General Revenue:</b>						
56	Foundation/Booster/Priv Donations	293,229	253,995	274,707	257,493	252,623	281,000
57	Student Fees	198,499	231,175	234,228	274,478	273,821	262,000
58	Appropriated Funds	509,762	559,860	540,647	615,064	694,200	661,800
59	Institutional Support	39,339	17,000	67,900	111,200	110,604	90,000
60	Special Events			347,173	345,265	387,217	350,000
61	Other	16,989	14,256	13,487	12,335	9,754	12,000
62	Total General Revenue	1,057,818	1,076,286	1,478,142	1,615,835	1,728,219	1,656,800
63	<b>Revenue By Sport:</b>						
64	<b>Men's Programs:</b>						
65	Football						
66	Ticket Ticket Sales						
67	Game Guarantees						
68	Media/Broadcast Receipts						
69	Other (Tourn/Bowl/Conf)						
70	Basketball						
71	Ticket Sales	3,082	2,705	3,083	3,355	3,882	3,400
72	Game Guarantees						
73	Media/Broadcast Receipts						
74	Other (Tourn/Bowl/Conf)						
75	Track & Field/Cross Country						
76	Tennis						
77	Baseball Ticket Sales	11,382	12,476	15,735	12,791	11,190	13,600
78	Wrestling						
79	Golf						
80	Media/Broadcast Receipts	3,600	3,600	3,600	3,600	4,800	3,600
81	Total Men's Sport Revenue	18,064	18,781	22,418	19,746	19,872	20,600
82	<b>Women's Programs</b>						
83	Volleyball						
84	Ticket Sales	2,593	210	967	1,199	2,642	1,200
85	Game Guarantees						
86	Other (Tourn/Bowl/Conf)						
87	Basketball						
88	Ticket Sales	2,745	3,813	2,980	5,274	4,345	5,300
89	Game Guarantees						
90	Media/Broadcast Receipts						
91	Other (Tourn/Bowl/Conf)						
92	Track & Field/Cross Country						
93	Tennis						
94	Gymnastics						
95	Golf						
96	Soccer						
97	Rodeo						
98	Total Women's Sport Rev	5,338	4,023	3,947	6,473	6,987	6,500
99	<b>Total Revenue</b>	1,081,220	1,099,090	1,504,507	1,642,054	1,755,078	1,683,900

**College & Universities  
Intercollegiate Athletics Report  
Expenditures by Source by Sport**

		<b>Lewis-Clark State College</b>					
<b>Expenditures by Admin/Sport</b>		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
100	<b>Administrative and General</b>						
101	Athletic Director Office	239,929	205,852	235,380	308,718	247,276	313,900
102	Fund Raising Office		38,164	40,425	43,000	44,663	50,600
103	Sports Information						
104	Trainer/Equipment Manager		28,223	29,586	32,000	33,456	37,000
105	Equipment Manager						
106	Ticket Office						
107	Medical/Insurance	19,176	17,422	15,949	12,000	11,040	20,000
108	Special Events			264,196	302,820	318,217	325,000
109	Other Miscellaneous						
110	Facilities Mtn & Debt Service						
111	Capital Improvements						
112	<b>Total Admin &amp; General</b>	<b>259,105</b>	<b>289,661</b>	<b>585,536</b>	<b>698,538</b>	<b>654,652</b>	<b>746,500</b>
113							
114	<b>Men's Programs:</b>						
115	Football						
116	Basketball	154,856	179,940	160,976	182,929	206,874	168,600
117	Track & Field/Cross Country	4,663	6,005	8,881	13,805	15,509	29,200
118	Tennis	14,961	18,261	17,530	19,315	28,307	22,600
119	Baseball	315,171	330,928	318,946	374,794	317,996	321,000
120	Wrestling						
121	Golf	6,630	6,436	8,550	8,612	24,852	2,000
122	Volleyball	12,521	9,801				
123	Rodeo	24,149	0				
124	<b>Total Men's Programs</b>	<b>532,951</b>	<b>551,371</b>	<b>514,883</b>	<b>599,455</b>	<b>593,538</b>	<b>543,400</b>
125							
126	<b>Women's Programs</b>						
127	Volleyball	90,862	107,423	106,502	110,005	110,995	128,000
128	Basketball	128,348	173,418	186,857	190,429	199,993	162,700
129	Track & Field/Cross Country	7,225	8,267	10,827	18,975	32,205	17,000
130	Tennis	19,301	19,673	17,094	18,610	30,005	22,600
131	Gymnastics						
132	Golf	5,986	3,550	6,916	7,536	14,305	1,000
133	Soccer						
134	Rodeo	24,920	28,659	42,877	49,398	67,174	5,700
135	<b>Total Women's Programs</b>	<b>276,642</b>	<b>340,990</b>	<b>371,073</b>	<b>394,953</b>	<b>454,677</b>	<b>337,000</b>
136							
137	<b>Total Expenditures</b>	<b>1,068,698</b>	<b>1,182,022</b>	<b>1,471,492</b>	<b>1,692,946</b>	<b>1,702,867</b>	<b>1,626,900</b>

**College & Universities  
Intercollegiate Athletics Report  
Participants by Sport**

<b>Participants by Sport</b>		<b>Lewis-Clark State College</b>					
		FY98 Act	FY99 Act	FY00 Act	FY01 Act	FY02 Act	FY03 Est
138	<b>Men's Programs:</b>						
139	Football						
140	Basketball	14.0	10	11	12	11	13
141	Track & Field/Cross Country	9.0	6	6	10	9	8
142	Tennis	9.0	12	11	12	12	7
143	Baseball	45.0	41	42	33	46	45
144	Wrestling						
145	Golf	8.0	7	9	11	11	5
146	Volleyball		9				
147	Rodeo	10.0					
148	Total Male Participation	95.0	85.0	79.0	78	89	78
149	<b>Women's Programs</b>						
150	Volleyball	16.0	16	14	14	15	13
151	Basketball	12.0	11	10	12	12	12
152	Track & Field/Cross Country	10.0	6	9	14	11	12
153	Tennis	10.0	12	12	9	10	8
154	Gymnastics						
155	Golf	5.0	5	8	4	6	6
156	Soccer						
157	Rodeo	9.0	10	19	21	9	
158	Total Female Participation	62.0	60.0	72.0	74	63	51
159	<b>Total Participants</b>	157.0	145.0	151.0	152	152	129

**College & Universities  
Intercollegiate Athletics Report  
Scholarships by Sport**

**Lewis-Clark State College**

<b>Full Ride Scholarships (Hdct)</b>		<b>FY98 Act</b>	<b>FY99 Act</b>	<b>FY00 Act</b>	<b>FY01 Act</b>	<b>FY02 Act</b>	<b>FY03 Est</b>
160	<b>Men's Programs:</b>						
161	Football	N/A	N/A	N/A	N/A	N/A	N/A
162	Basketball	N/A	N/A	N/A	N/A	N/A	N/A
163	Track & Field/Cross Country	N/A	N/A	N/A	N/A	N/A	N/A
164	Tennis	N/A	N/A	N/A	N/A	N/A	N/A
165	Baseball	N/A	N/A	N/A	N/A	N/A	N/A
166	Wrestling	N/A	N/A	N/A	N/A	N/A	N/A
167	Golf	N/A	N/A	N/A	N/A	N/A	N/A
168	Volleyball	N/A	N/A	N/A	N/A	N/A	N/A
169	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0
170	<b>Women's Programs</b>						
171	Volleyball	N/A	N/A	N/A	N/A	N/A	N/A
172	Basketball	N/A	N/A	N/A	N/A	N/A	N/A
173	Track & Field/Cross Country	N/A	N/A	N/A	N/A	N/A	N/A
174	Tennis	N/A	N/A	N/A	N/A	N/A	N/A
175	Gymnastics	N/A	N/A	N/A	N/A	N/A	N/A
176	Golf	N/A	N/A	N/A	N/A	N/A	N/A
177	Soccer	N/A	N/A	N/A	N/A	N/A	N/A
178	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0
179	<b>Total Scholarships</b>	0.0	0.0	0.0	0.0	0.0	0.0
180	<b>Partial Scholarships by Sport (FTE)</b>						
181	<b>Men's Programs:</b>						
182	Football						
183	Basketball	8.69	7.92	8.10	8.90	8.71	8.00
184	Track & Field/Cross Country	0.03	1.30	0.90	1.00	0.31	0.50
185	Tennis	4.09	2.85	3.12	3.00	0.89	1.00
186	Baseball	11.50	11.40	11.60	11.00	11.62	11.00
187	Wrestling						
188	Golf	0.46	0.95	0.30	0.20	0.48	0.50
189	Volleyball		1.11				
190	Rodeo	2.02					
191	Subtotal	26.79	25.53	24.02	24.10	22.01	21.00
192	<b>Women's Programs</b>						
193	Volleyball	5.61	5.28	5.80	6.00	6.77	7.00
194	Basketball	6.47	8.47	8.60	8.50	10.45	10.00
195	Track & Field/Cross Country	0.17	1.50	1.50	1.70	0.62	2.00
196	Tennis	3.01	2.80	3.10	3.20	1.27	2.00
197	Gymnastics						
198	Golf	0.46	0.70	1.00	1.00	0.18	0.50
199	Soccer						
200	Rodeo	3.12	3.50	4.30	4.50	2.00	0.00
201	Subtotal	18.84	22.25	24.30	24.90	21.29	21.50
202	<b>Total Scholarships</b>	45.63	47.78	48.32	49.00	43.30	42.50

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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**SUBJECT**

Intercollegiate Athletics Department, Employee Compensation Report.

**BACKGROUND**

In FY97, the Board adopted an annual report on the compensation of the employees of the Intercollegiate Athletic Department. The report details the contracted salary received by administrators and coaches, bonuses, additional compensation, and perquisites, if applicable. The reports, by institution, report FY02 actual compensation and FY03 estimated compensation (Reference: pages 127-142).

**DISCUSSION**

The reports are for information only and do not require Board action unless the Board wishes to change the information provided in the reports.

**IMPACT**

Reports employee compensation for FY02 (actual) and FY03 (estimated).

**STAFF COMMENTS**

The Board has delegated to the chief executive officer of the institutions the appointing authority for all athletic department positions except multi-year contracts for head coaches and athletic directors. The compensation reports identify the contracted salary and any additional compensation and perquisites, if received.

**BOARD ACTION**

No Board action required.

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Intercollegiate Athletics Compensation Report  
Boise State University  
FY2002 Actual Compensation

Depart/Name/Title	FTE	Compensation				Actual Contract Bonus			Perks			Multi-Yr Contract	
		Base Salary	*Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		
<b>Athletic Administration</b>													
Gene Bleymaier Athl Dir	1.00	116,660	0	11,345	0	5,000	0	0	Yes	Yes	No	Yes	
Bob Madden Assoc. Dir.	1.00	78,144	0	0	0	0	0	3,000	Yes	Yes	No	No	
Herb Criner Assoc. Dir.	1.00	65,951	0	0	0	0	0	3,000	Yes	Yes	No	No	
Christina Van Tol Assoc. Dir.	1.00	56,799	0	0	0	0	0	0	No	Yes	No	No	
Curt Apsey Assoc. Dir.	1.00	66,314	0	0	0	0	0	0	Yes	Yes	No	No	
Mike Waller Assoc. Dir.	1.00	47,765	0	0	0	0	0	0	No	No	No	No	
Paul Bubb Asst. BAA	1.00	18,500	0	0	0	0	0	0	Yes	Yes	No	No	
Mark Urick Asst. BAA	1.00	11,500	0	0	0	0	0	0	No	No	No	No	
Fred Goode Asst. Dir.	1.00	40,946	400	0	0	0	0	0	No	No	No	No	
Anita Guerricabeitia Asst. Dir.	1.00	41,800	0	0	0	0	0	0	No	No	No	No	
Gary Craner Asst. Dir.	1.00	52,060	0	0	0	0	0	0	No	No	No	No	
Lori Hays Sports ID	1.00	38,658	0	0	0	0	0	0	No	No	No	No	
Todd Miles Sports ID	1.00	35,000	0	0	0	0	0	0	No	No	No	No	
Doug Link Sports ID	0.54	17,907	0	0	0	0	0	0	No	No	No	No	
Tammy Pascoe Assoc. Trainer	1.00	38,675	0	0	0	0	0	0	No	No	No	No	
Dan Pavel Advisor	1.00	35,591	0	0	0	0	0	0	No	No	No	No	
Max Corbet Asst. Dir.	1.00	45,234	0	0	0	0	0	0	No	No	No	No	
Brad Larrondo Dir. Promo.	1.00	37,000	0	0	0	0	0	0	No	No	No	No	
Patsy Bryant Tutor Coord.	1.00	35,000	0	0	0	0	0	0	No	No	No	No	
Jeff Pitman Strength Coord.	1.00	38,405	3,800	0	0	0	0	0	No	No	No	No	
Geneva Wyett Asst. to Athletic Director	1.00	33,418	0	0	0	0	0	0	No	No	No	No	
Nicole Gamez Business Manager	1.00	43,244	0	0	0	0	0	0	No	No	No	No	
Cindy Rice Accountant	1.00	14,143	0	0	0	0	0	0	No	No	No	No	
<b>Men's Sports</b>													
<b>Football</b>													
Dan Hawkins Hd Coach	1.00	135,010	4,370	20,000	3,000	0	3,000	0	Yes	Yes	No	Yes	
Chris Peterson Assistant	1.00	99,514	4,370	2,333	500	0	0	0	No	Yes	No	no	
Bob Gregory Assistant	1.00	50,000	4,370	0	500	0	0	0	No	Yes	No	No	
Stefan DeViries Assistant	1.00	15,000	0	0	0	0	0	0	No	Yes	No	No	
Kent Riddle Assistant	1.00	66,366	4,370	0	500	0	0	0	No	Yes	No	No	
Chris Strausser Assistant	1.00	66,366	4,370	0	500	0	0	0	No	Yes	No	No	
Ron Collins Assistant	1.00	73,345	8,740	0	500	0	0	0	No	Yes	No	No	
Romeo Bandison Assistant	1.00	40,836	4,370	0	500	0	0	0	No	Yes	No	No	
Robert Prince Assistant	1.00	50,072	4,370	0	500	0	0	0	No	Yes	No	No	
Kenny Lawler Assistant	1.00	40,839	4,370	0	500	0	3,000	0	No	No	No	No	
Robert Tucker Assistant	1.00	37,943	4,370	0	500	0	0	0	No	No	No	No	
<b>Basketball</b>													
Rod Jensen Hd Coach	1.00	94,523	5,000	20,333	0	0	0	0	Yes	Yes	No	Yes	
Greg Graham Hd Coach - Replaced Rod	1.00	28,750	0	10,000	0	0	0	0	Yes	Yes	No	Yes	
Ed Boyce Assistant	1.00	54,384	5,000	533	0	0	0	0	No	Yes	No	No	
Andy McClouskey Assistant - Replaced Ed	1.00	10,938	0	0	0	0	0	0	No	Yes	No	No	
Mark Folsom Assistant	1.00	9,197	5,000	0	0	0	0	0	No	Yes	No	No	
Omar Parker Assistant - replaced Mark	1.00	18,000	0	0	0	0	0	0	No	No	No	No	
Tim Cleary Assistant - replaced Omar	1.00	9,895	0	0	0	0	0	0	No	Yes	No	No	
Jeff Drinkwine Assistant	1.00	27,000	6,800	0	0	0	0	0	No	No	No	No	
Julius Coleman Assistant - replaced Jeff	1.00	6,250	0	0	0	0	0	0	No	No	No	No	

Intercollegiate Athletics Compensation Report  
Boise State University  
FY2002 Actual Compensation  
Page 2

Depart/Name/Title	FTE	Compensation					Actual Contract Bonus			Perks			Multi-Yr Contract
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		
Men's Sports continued													
Wrestling													
Mike Young Hd Coach	.75	35,719	0	3,525	0	0	3,000	0	No	Yes	No	No	
Greg Randall Hd Coach - replaced Mike	1.00	10,250	2,135	0	0	0	0	0	No	Yes	No	No	
Greg Randall Assistant	0.83	19,907	0	0	0	0	500	0	No	No	No	No	
Chris Owens Assistant - replaced Greg	0.83	7,500	0	0	0	0	0	0	No	No	No	No	
Chris Owens Assistant	.75	10,064	0	0	0	0	500	0	No	No	No	No	
Golf													
Mike Young Hd Coach	.25	11,906	0	0	0	0	0	0	Yes	No	No	No	
Tennis													
Jim Moortgat Hd Coach	1.00	43,658	2,000	2,000	0	0	0	0	No	Yes	No	No	
Dean Owens Assistant	1.00	13,500	0	0	0	0	0	0	No	No	No	No	
Men/Women's Track & Field													
Mike Maynard Hd Coach	1.00	60,610	0	0	0	0	0	0	No	Yes	No	No	
Inocent Egbunike Assistant	.75	35,533	500	0	0	0	0	0	No	No	No	No	
Ed Jacoby Assistant	0.75	18,667	300	0	0	0	0	0	No	No	No	No	
Jake Jacoby Assistant - replaced Ed	1.00	8,017	0	0	0	0	0	0	No	No	No	No	
Amy Christoffersen Assistant	.75	20,100	500	0	0	0	0	0	No	No	No	No	
Women's Sports													
Basketball													
Patricia Stevens Hd Coach	1.00	66,387	13,000	3,333	0	500	0	0	Yes	Yes	No	Yes	
Jen Warden Hd Coach - replaced Patricia	1.00	26,667	0	1,669	0	0	0	0	Yes	Yes	No	No	
Janet Soderberg Assistant	1.00	41,478	6,500	0	0	250	0	0	No	Yes	No	No	
Keith Durham Assistant - replaced Janet	1.00	5,875	0	0	0	0	0	0	No	Yes	No	No	
Peg Swadener Assistant	1.00	27,294	7,500	0	0	250	0	0	No	Yes	No	No	
Kari Hutchinson Assistant - replaced Peg	1.00	4,700	0	0	0	0	0	0	No	Yes	No	No	
Sean Page Assistant	1.00	22,300	3,000	0	0	0	0	0	No	No	No	No	
Eliot Reynolds Assistant - replaced Sean	1.00	6,250	0	0	0	0	0	0	No	No	No	No	
Soccer													
Steve Lucas Hd Coach	1.00	41,600	850	0	0	0	0	0	No	Yes	No	No	
Wendy Jones Assistant	1.00	30,000	850	0	0	0	0	0	No	No	No	No	
Volleyball													
Fred Sturm Hd Coach	1.00	60,008	5,000	0	0	0	0	0	Yes	Yes	No	Yes	
Kristen Haener Assistant	1.00	23,211	4,500	0	0	0	0	0	No	No	No	No	
Keith Rubio Assistant	1.00	24,118	5,500	0	0	0	0	0	No	No	No	No	
Dale Starr Assistant - replaced Keith	1.00	6,428	0	0	0	0	0	0	No	No	No	no	
Gymnastics													
Sam Sandmire Hd Coach	1.00	50,119	0	2,000	0	1,500	1,000	0	Yes	Yes	No	No	
William Steinbach Assistant	1.00	31,943	2,500	0	0	750	750	0	No	No	No	No	
Tina Bird Assistant	1.00	32,428	2,500	0	0	750	750	0	No	No	No	No	
Tennis													
Mark Tichenor Hd Coach	1.00	37,112	1,500	0	0	0	3,000	0	No	Yes	No	No	
Jarod Burnham Assistant	1.00	13,066	1,150	0	0	0	750	0	No	No	No	No	
Golf													
Beth Bidner Hd Coach	1.00	18,435	0	0	0	0	0	0	Yes	Yes	No	No	
Lisa Wasinger Hd Coach - replaced Beth	1.00	12,083	0	0	0	0	0	0	Yes	Yes	No	no	

Intercollegiate Athletics Compensation Report  
**Boise State University**  
 FY2003 Estimated Compensation

Depart/Name/Title	FTE	Compensation					Potential Contract Bonus			Perks			Multi-Yr Contract	
		Base Salary	*Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other			
<b>Athletic Administration</b>														
Gene Bleymaier		Athl Dir	1.00	116,660	0	11,345	0	5,000	22,500	0	Yes	Yes	No	Yes
Bob Madden		Assoc. Dir.	1.00	78,144	0	0	0	0	0	0	Yes	Yes	No	No
Herb Criner		Assoc. Dir.	1.00	65,951	0	0	0	0	0	0	Yes	Yes	No	No
Christy Van Tol		Assoc. Dir.	1.00	56,799	0	0	0	0	0	0	No	Yes	No	No
Curt Apsey		Assoc. Dir.	1.00	66,314	0	0	0	0	0	0	Yes	Yes	No	No
Mike Waller		Assoc. Dir.	1.00	49,723	0	0	0	0	0	0	No	No	No	No
Mark Urick		Asst. BAA	1.00	35,000	0	0	0	0	0	0	No	No	No	No
Gabe Rosenvall		Asst. Dir.	1.00	39,000	0	0	0	0	0	0	No	No	No	No
Anita Guerricabeitia		Asst. Dir.	1.00	41,800	0	0	0	0	0	0	No	No	No	No
Gary Craner		Asst. Dir.	1.00	52,060	0	0	0	0	0	0	No	No	No	No
Lori Hays		Sports ID	1.00	38,658	0	0	0	0	0	0	No	No	No	No
Todd Miles		Sports ID	1.00	35,000	0	0	0	0	0	0	No	No	No	No
Doug Link		Asst Sports ID	0.54	17,907	0	0	0	0	0	0	No	No	No	No
Tammy Pascoe		Assoc. Trainer	1.00	38,675	0	0	0	0	0	0	No	No	No	No
Anna Marie Kaus		Advisor	1.00	35,591	0	0	0	0	0	0	No	No	No	No
Oscar Duncan		Advisor	1.00	32,000	0	0	0	0	0	0	No	No	No	No
Max Corbet		Asst. Dir.	1.00	45,234	0	0	0	0	0	0	No	No	No	No
Brad Larrondo		Dir. Promo.	1.00	37,000	0	0	0	0	0	0	No	No	No	No
Jeff Pitman		Strength Coord.	1.00	48,000	4,800	0	0	0	0	0	No	Yes	No	No
Geneva Wyatt		Asst. to Athletic Director	1.00	33,418	0	0	0	0	0	0	No	No	No	No
Nicole Gamez		Business Manager	1.00	45,015	0	0	0	0	0	0	No	No	No	No
Cindy Rice		Accountant	1.00	31,824	0	0	0	0	0	0	No	No	No	No
<b>Men's Sports</b>														
<b>Football</b>														
Dan Hawkins		Hd Coach	1.00	141,750	1,000	15,000	3,000	1,500	11,813	0	Yes	Yes	No	Yes
Chris Peterson		Assistant	1.00	119,400	4,800	5,600	500	1,500	9,950	0	No	Yes	No	Yes
Ron Collins		Assistant	1.00	85,000	4,800	0	500	1,500	7,083	0	No	Yes	No	No
Kent Riddle		Assistant	1.00	68,250	4,800	0	500	1,500	5,688	0	No	Yes	No	No
Chris Strausser		Assistant	1.00	68,250	4,800	0	500	1,500	5,688	0	No	Yes	No	No
Bryan Harsin		Assistant	1.00	40,000	4,800	0	500	1,500	3,333	0	No	No	No	No
Romeo Bandison		Assistant	1.00	42,000	4,800	0	500	1,500	3,500	0	No	Yes	No	No
Robert Prince		Assistant	1.00	48,000	16,950	4,000	500	1,500	3,500	0	No	Yes	No	No
Kenny Lawler		Assistant	1.00	42,000	4,800	0	500	1,500	3,500	0	No	Yes	No	No
Robert Tucker		Assistant	1.00	42,000	4,800	0	500	1,500	3,500	0	No	No	No	No
<b>Basketball</b>														
Greg Graham		Hd Coach	1.00	115,000	4,800	40,000	6,000	2,000	5,000	0	Yes	Yes	No	Yes
Andy McClousky		Assistant	1.00	52,500	5,000	0	4,000	750	750	0	No	Yes	No	No
Tim Cleary		Assistant	1.00	47,500	6,600	0	4,000	750	750	0	No	Yes	No	No
Julious Coleman		Assistant	1.00	30,000	5,000	0	4,000	750	750	0	No	No	No	No

Intercollegiate Athletics Compensation Report

**Boise State University**

FY2003 Estimated Compensation

Page 2

Depart/Name/Title	FTE	Compensation					Potential Contract Bonus			Perks			Multi-Yr Contract
		Base Salary	Camps/Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		
Men's Sports continued													
Wrestling													
Greg Randall	Hd Coach	1.00	41,000	3,600	0	0	1,500	5,000	0	No	Yes	No	No
Chris Owens	Assistant	.83	30,000	0	0	0	750	750	0	No	No	No	No
Rusty Cook	Assistant	.75	15,018	0	0	0	0	0	0	No	No	No	No
Golf													
Mike Young	Hd Coach	0.48	28,000	0	0	0	1,500	2,000	0	Yes	Yes	No	No
Gary Van Tol	Assistant	0.50	12,500	0	0	0	0	0	0	0	No	No	No
Tennis													
Jim Moortgat	Hd Coach	1.00	43,658	1,800	2,000	0	1,500	3,000	0	No	Yes	No	No
Lief Meineke	Assistant	1.00	13,500	1,000	0	0	0	0	0	No	No	No	No
Men/Women's Track & Field													
Mike Maynard	Hd Coach	1.00	60,610	0	0	0	2,000	3,000	0	No	Yes	No	No
Inocent Egbunike	Assistant	1.00	35,533	450	0	0	750	750	0	No	No	No	No
Jake Jacoby	Assistant	1.00	24,050	450	0	0	750	750	0	No	No	No	No
Amy Christoffersen	Assistant	1.00	24,050	325	0	0	750	750	0	No	No	No	No
Women's Sports													
Basketball													
Jen Warden	Hd Coach	1.00	80,000	6,500	5,000	0	2,000	5,000	0	Yes	Yes	No	Yes
Keith Durham	Assistant	1.00	47,000	4,000	0	0	750	750	0	No	Yes	No	No
Heather Sower	Assistant	1.00	31,500	4,000	0	0	750	750	0	No	Yes	No	No
Eliot Reynolds	Assistant	1.00	26,500	4,000	0	0	750	750	0	No	No	No	No
Soccer													
Steve Lucas	Hd Coach	1.00	43,475	1,000	0	0	1,500	2,000	0	No	Yes	No	No
Wendy Jones	Assistant	1.00	31,500	1,000	0	0	750	750	0	No	No	No	No
Volleyball													
Scott Sandel	Hd Coach	1.00	60,008	6,000	0	0	1,500	2,000	0	No	Yes	No	No
Kristen Haener	Assistant	1.00	25,868	5,400	0	0	750	750	0	No	No	No	No
Dale Starr	Assistant	1.00	29,500	4,250	0	0	750	750	0	No	No	No	No
Gymnastics													
Sam Sandmire	Hd Coach	1.00	50,119	2,500	2,000	0	1,500	3,000	0	Yes	Yes	No	No
William Steinbach	Assistant	1.00	31,943	2,500	0	0	750	750	0	No	No	No	No
Tina Bird	Assistant	1.00	32,427	2,500	0	0	750	750	0	No	No	No	No
Tennis													
Mark Tichenor	Hd Coach	1.00	37,112	1,500	0	0	2,000	3,000	0	No	No	No	No
Jarod Burnham	Assistant	1.00	13,066	1,100	0	0	750	750	0	No	No	No	No
Golf													
Lisa Wasinger	Hd Coach	1.00	29,496	0	0	0	2,000	2,000	0	Yes	Yes	No	No
Gary Van Tol	Assistant	0.50	12,500	0	0	0	0	0	0	No	No	No	No

\* = Camps are only estimates until all expenses have been paid.

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2002 Actual Compensation

Depart/Name/Title	FTE	Compensation				Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Athletic Administration:												
Howard Gauthier		Athl Dir	1.00	97,365								
Jeff Nehring		Fiscal Officer	1.00	49,920								
James Fox		Broadcast Ser Dir	0.50	21,977								
Frank Mercogliano		Sports Info Dir	1.00	37,089								
Reed Hollinshead		Asst Sports Inf Dir	0.33	8,613								
Wendy Broker		Asst Sports Inf Dir	0.73	17,541								
Phillip Luckey		Men's Trainer	0.91	40,715								
Leslie McGovern		Assoc Trainer	0.29	9,386								
Teresa Ingram		Assoc Trainer	0.73	11,730								
Bruce Seidman		Stngth Coach	0.94	32,634	1,000							
Christopher Anderson		Asst Stngth Coach	0.05	1,531								
Christine McComb		Asst Stngth Coach	0.40	11,471								
Nancy Graziano		Assoc Athl Dir	1.00	54,683								
Tim Potter		Marketing Dir	1.00	37,315								
Bengal Foundation												
John Colaianni		Director	1.00	44,782							Yes	
Donna Hayes		Fund Raiser	1.00	26,125								
ISU Bengal Dance												
Hiliary Johnson		Instructor	0.50	16,759								
Men's Sports												
Football												
John Lewis		Hd Coach	0.91	86,198	17,727	5,000	1,000		2,000		Yes	Yes
Bruce Barnum		Asst Coach	1.00	50,149	4,090				1,000			
James Ward		Asst Coach	1.00	39,998	3,670				1,000		Yes	
Mark Rhea		Asst Coach	1.00	30,285	3,670				1,000			
Joe Borich		Asst Coach	1.00	30,285	3,670				1,000			
Joe Lorig		Asst Coach	0.99	28,699	4,574				1,000			
Bryant Thomas		Asst Coach	0.93	23,185	4,665							
Jeff Banks		Asst Coach	0.94	21,065	4,443			3,500				
Johnny Nansen			0.40	12,886				7,500				

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2002 Actual Compensation

Basketball										
	Doug Oliver	Hd Coach	0.96	90,461		4,500	2,000	2,000	Yes	Yes
	Loius Wilson	Asst Coach	1.00	40,123	1,000		2,500	1,000		
	Jay McMillin	Asst Coach	1.00	40,123	400		500	1,000	Yes	
Tennis										
	Robert Goeltz	Hd Coach	0.36	16,777						
	Vacant	Asst Coach	0.00	0						
Track & Field										
(*)	David Nielsen	Hd Coach	0.46	22,922			4,125			
	Trenton Huntsinger	Asst Coach	0.41	9,997						
	Stacy Dragila	Asst Coach	0.19	9,616						
Golf										
	Scott Busch	Hd Coach	0.26	8,100						
Crosscountry										
	Brian Janssen	Hd Coach	0.50	20,197		210				
Women's Sports										
Basketball										
	Jon Newlee	Hd Coach	0.24	16,239						
	Shirley Huyett	Hd Coach	0.89	53,410					Yes	
	Lynne Andrew	Asst Coach	0.19	6,364	4,853					
	Lynn Kennedy	Asst Coach	0.85	30,573						
	Margaret Swadener	Asst Coach	0.17	5,886						
	Stacie Granger	Asst Coach	0.52	10,356						
Volleyball										
(*)	Mike Welch	Hd Coach	0.91	47,150	3,000	210	25,000		Yes	Yes
	Kim Lester	Asst Coach	0.04	986						
	Kori Ermigarat		0.93	24,339	1,000					
Tennis										
	Robert Goetz	Hd Coach	0.42	16,777						
	Vacant	Asst Coach	0.00	0						

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2002 Actual Compensation

Track & Field						
(*)	David Neilsen	Hd coach	0.45	22,922		4,125
	Trenton Huntsinger	Asst Coach	0.41	9,997		
	Stacy Dragila	Asst Coach	0.19	9,616		
Golf						
	Busch, Scott	Hd Coach	0.26	8,100		
Crosscountry						
	Brian Janssen	Hd Coach	0.50	20,197	210	
Soccer						
(*)	Gordon Henderson	Hd Coach	1.00	41,018	420	10,000
	Stephan Defour	Asst Coach	0.42	11,132	1,600	
	Christina Nelson		0.42	10,074	1,230	

(\*) These coaches receive pay for their participation in off-campus clinics or events.  
 These earnings are not reflected in the Regular Salary payroll costs for Idaho State University.

Include all budgeted exempt positions. Compensation includes all payments made through the college/universities payroll system.

If a coach has an agreement with an apparell company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2003 Estimated Compensation

Depart/Name/Title	FTE	Compensation			Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Athletic Administration:											
Howard Gauthier		Athl Dir	1.00	97,365							
Vacant		Fiscal Officer	1.00	49,005							
James Fox		Broadcast Ser Dir	0.42	20,909							
Frank Mercogliano		Sports Info Dir	1.00	37,128							
Wendy Broker		Asst Sports Inf Dir	1.00	24,003							
Phillip Luckey		Men's Trainer	0.91	40,715							
Teresa Ingram		Assoc Trainer	1.00	32,011							
Vacant		AthleticTrainer	1.00	34,798							
Vacant		Stngth Coach	1.00	34,632	1,000						
Christine McComb		Asst Stngth Coach	0.42	12,030							
Nancy Graziano		Assoc Athl Dir	1.00	54,683							
Tim Potter		Marketing Dir	1.00	37,315							
Bengal Foundation											
John Colaianni		Director	1.00	44,782							
Donna Hays		Fund Raiser	1.00	26,125							
ISU Bengal Dance Team											
Hiliary Johson		Dance Coach	0.45	16,668							
Men's Sports											
Football											
John Lewis		Hd Coach	0.91	86,198	17,700	5,000	1,000		2,000	Yes	Yes
Bruce Barnum		Asst Coach	1.00	50,149	4,000				1,000		
James Ward		Asst Coach	1.00	39,998	3,600				1,000	Yes	
Joe Borich		Asst Coach	1.00	30,285	3,600				1,000		
Mark Rhea		Asst Coach	1.00	30,285	3,600				1,000		
Joe Lorig		Asst Coach	1.00	29,016	4,600				1,000		
Bryant Thomas		Asst Coach	1.00	25,002	4,600						
Jeff Banks		Asst Coach	1.00	22,402	3,600		3,500				
Johnny Nansen		Asst Coach	0.42	13,499	0		7,500				
Basketball											
Doug Oliver		Hd Coach	0.96	90,461		4,500	2,000			Yes	Yes
Louis Wilson		Asst Coach	1.00	40,123	1,000		2,500				
Jay McMillin		Asst Coach	1.00	40,123	400		500			Yes	



# Intercollegiate Athletics Compensation Report

## Idaho State University

### FY 2003 Estimated Compensation

Tennis									
Robert Goeltz	Hd Coach	0.43	16,819						
Vacant	Asst Coach	0.21	5,575						
Track & Field									
David Nielsen	Hd Coach	0.46	22,922			4,125			
Stacy Dragila	Asst Coach	0.25	12,501						
Golf									
Vacant	Hd Coach	0.38	9,600						
Crosscountry									
Brian Janssen	Hd Coach	0.50	20,197		200				
Women's Sports									
Basketball									
Jon Newlee	Hd Coach	0.96	64,955	2,000				Yes	
Margaret Swadener	Asst Coach	1.00	34,008	2,000					
Vacant	Asst Coach	1.00	29,993						
Volleyball									
Mike Welch	Hd Coach	0.91	47,150	3,000	200	25,000		Yes	Yes
Kori Ermigarat	Asst Coach	1.00	26,042	1,000					
Tennis									
Robert Goetz	Hd Coach	0.43	16,819						
Vacant	Asst Coach	0.21	5,575						
Track & Field									
David Neilsen	Hd coach	0.45	22,922			4,125			
Stacy Dragila	Asst Coach	0.25	12,501						
Golf									
Vacant	Hd Coach	0.38	9,600						
Crosscountry									
Brian Janssen	Hd Coach	0.50	20,197		200				
Soccer									
Gordon Henderson	Hd Coach	1.00	41,018		400	10,000			
Vacant	Asst Coach	0.76	23,968	1,000					
Nondesignated New Sport									
Vacant	Hd Coach								

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# Intercollegiate Athletics Compensation Report

## University of Idaho

### FY 2002 Actual Compensation

Depart/Name	Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Athletic Administration:													
Mike Bohn	Athl Dir	1.00	143,479									yes	yes
Dee Menzies	Sr Assoc AD	1.00	66,047										
Becky Paull	SID	1.00	42,073										
Jackie Williams	Asst Trainer	0.50	17,472			50							
Barrie Steele	Hd Trainer	0.95	55,752										
Jim Senter	Asst AD	1.00	74,566									yes	
Pete Isakson	Marketing	1.00	45,796									yes	
Claudia Dambra	Development	0.15	4,950										
Steve Gearhart	Development	0.43	19,994									yes	
Chip McPhee	Development	0.19	7,685									yes	
Wendy Gunter	Academics	0.98	32,344										
Jon Francis	Strength Coacl	1.00	39,249										
Matt Kleffner	Asst AD	1.00	69,666										
Sam Teevens	Video Coord.	1.00	34,836										
Maureen Taylor	Asst. AD	1.00	42,293										
Jeff Pilcher	Dir. Reg. Sa	0.93	41,359										
Men's Sports													
Football													
Tom Cable	Hd Coach	1.00	135,090		50,000	1000-Wilson						yes	yes
Ed Rifilato	Assistant	0.65	40,674									yes	
Ed Lamb	Assistant	0.50	31,002										
Bret Ingalls	Assistant	1.00	62,238	2,500								yes	
Tim Drevno	Assistant	1.00	47,472	2,500								yes	
Tony Crutchfield	Assistant	1.00	42,729									yes	
Todd Hoiness	Assistant	1.00	42,729									yes	
Brian Thure	Assistant	1.00	42,301	2,500									
Pat Fitzgerald	Assistant	0.14	5,532									yes	
Rich Fisher	Assistant	1.00	39,784	3,200								yes	
Tarn Sublett	Assistant	0.92	36,970	3,200									
Joel Thomas	Assistant	0.54	20,625										
David Hansburg	Assistant	0.62	24,729									yes	
George Booker	Assistant	0.45	20,478										
Gary Coston	Assistant	0.54	20,317	6,400									
Basketball													
David Farrar	Hd Coach	1.00	95,014									yes	yes
Leonard Perry	Hd Coach	1.00	101,706		50,000	4000-merch.						yes	yes
Mark Leslie	Assistant	1.00	47,008									yes	
Donnie Tyndall	Assistant	0.92	46,294									yes	
Jason Ficca	IH Assist.	0.98	30,528										
B. Brynjarsson	IH Assist.	0.02	716										
Men's Track & XC													
Wayne Phipps	Hd Coach	1.00	38,814										
Julie Taylor	Assistant	0.50	11,238										
Kyle Daley	IH Assist.		1,216										
Curtis Kunkel	IH Assist.		4,259										
Golf													
Brad Rickel	Hd Coach	0.50	19,781										
Tennis													
Greg South	Hd Coach	0.50	17,898										
Kula Oda	Assistant	0.50	9,190										

**Intercollegiate Athletics Compensation Report**  
**University of Idaho**  
**FY 2002 Actual Compensation**

Page Two

Depart/Name	Title	FTE	Compensation			Maximum Contract Bonuses			Perks			Multi-Yr Contract
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	
Women's Sports												
Basketball												
Mike Divilbiss	Hd Coach	1.00	75,524	520							yes	
Debbie Roueche	Assistant	1.00	38,002								yes	
Lora Jolley	IH Asst	1.00	29,994									
Shannon Haselhun	IH Asst	0.10	2,909									
Women's Track & XC												
Yogi Teevens	Hd Coach	1.00	42,317									
Julie Taylor	Assistant	0.50	11,238									
Volleyball												
Debbie Buchanan	Hd Coach	1.00	60,357								yes	yes
Ken Murphy	Assistant	1.00	35,753								yes	
Women's Soccer												
Larry Foster	Hd Coach	0.98	42,039									
Steve Crum	Assistant	1.00	21,708									
Royce Busey	IH Assist	1.00	12,103									
Women's Golf												
Brad Rickel	Hd Coach	0.50	19,781								yes	
Tennis												
Greg South	Hd Coach	0.50	17,898									
Kula Oda	IH Asst.	0.50	9,190									

**Intercollegiate Athletics Compensation Report**  
**University of Idaho**  
**FY 2003 Estimated Compensation**

Depart/Name	Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract	
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		
<b>Athletic Administration:</b>														
Mike Bohn	Athl Dir	1.00	145,017		5,000							yes		yes
Dee Menzies	Sr Assoc AD	1.00	66,289											
Becky Paull	SID	1.00	42,266											
Michele Loftis	Asst Trainer	1.00	32,178											
Jackie Williams	Asst Trainer	0.50	17,472											
Barrie Steele	Hd Trainer	0.95	58,947											
Jim Senter	Assoc AD	1.00	85,010									yes		
Pete Isakson	Marketing	1.00	45,989									yes		
Bryan Knox	Academics	1.00	38,001											
Jon Francis	Strength Coacl	1.00	42,037											
Matt Kleffner	Assoc AD	1.00	69,908											
Sam Teevens	Video Coord.	1.00	38,001											
Maureen Taylor	Asst. AD	1.00	42,348											
Jeff Pilcher	Dir. Reg. Sa	0.46	19,113											
Shawn Vasquez	Dir. Equip Rm	1.00	29,702											
<b>Men's Sports</b>														
<b>Football</b>														
Tom Cable	Hd Coach	1.00	135,657		50,000	1,000			10,000			yes		yes
Ed Lamb	Assistant	1.00	62,005									yes		
Bret Ingalls	Assistant	1.00	62,296									yes		
Tim Drevno	Assistant	1.00	47,611									yes		
George Booker	Assistant	1.00	45,011									yes		
Gary Coston	Assistant	1.00	40,019									yes		
Brian Thure	Assistant	1.00	42,536									yes		
Rich Scangarello	Assistant	0.98	40,019									yes		
Rich Fisher	Assistant	1.00	40,019									yes		
Joel Thomas	Assistant	0.03	1,389											
Tarn Sublett	Assistant	1.00	40,019									yes		
<b>Basketball</b>														
David Farrar	Hd Coach	0.81	77,108											yes
Leonard Perry	Hd Coach	1.00	100,006	18,239	50,000	4000-merch.						yes		yes
Mark Leslie	Assistant	1.00	47,008	5,472	0							yes		
Chris Lancaster	Assistant	1.00	50,003									yes		
<b>Men's Track &amp; XC</b>														
Wayne Phipps	Hd Coach	1.00	35,006											
Julie Taylor	Assistant	0.50	11,253											
<b>Golf</b>														
Brad Rickel	Hd Coach	0.50	19,832	0	2,000									
<b>Tennis</b>														
Greg South	Hd Coach	0.50	20,966											

# Intercollegiate Athletics Compensation Report

## University of Idaho

### FY 2003 Estimated Compensation

Page Two

Depart/Name	Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract	
			Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other		
Women's Sports														
Basketball														
Mike Divilbiss	Hd Coach	1.00	75,005	10,000								yes		yes
Debbie Roueche	Assistant	1.00	43,014	1,648								yes		
Women's Track & XC														
Yogi Teevens	Hd Coach	1.00	42,390									yes		
Julie Taylor	Assistant	0.50	11,252											
Jackie Richards	IH Assist.		658											
Volleyball														
Debbie Buchanan	Hd Coach	1.00	60,611	9,119								yes		yes
Ken Murphy	Assistant	1.00	35,984									yes		
Women's Soccer														
Royce Busey	Hd Coach	1.00	32,011	1,320	3,000									
Steve Crum	Assistant	1.00	26,000	1,800										
Women's Golf														
Brad Rickel	Hd Coach	0.50	19,832		2,000							yes		
Tennis														
Greg South	Hd Coach	0.50	20,966											

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2002 Actual Compensation

Depart/Name/Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Athletic Administration:												
Kathy Noble	Athl Dir	0.67	43,750						No	No		No
Gary Hunter	Interim Athl Dir	0.10	5,000						No	No		No
Tracy Collins	Trainer	1.00	23,837		300				No	No		No
Kathleen Burns	Dir of Dev	0.44	14,637						No	No		No
Jamie White	Dir of Aux Svcs/NAIA Coord	1.00	45,365						No	No		No
John Jordan	Mgr of Athl Info	0.80	25,958						No	No		No
Tim Walker	Coord, Athl Svcs	0.06	2,000		3,000				No	No		No
Men's Sports												
Basketball												
George Pfieler	Head Coach	1.00	45,115	3,809				1,000	No	Yes		No
Tim Walker	Asst Coach	1.00	21,778					1,000	No	No		No
Baseball												
Ed Cheff	Head Coach	1.00	66,872					1,000	No	Yes		No
Kevin Matthews	Asst. Coach	1.00	28,018	2,665	1,224				No	No		No
Andy Alldredge	Asst. Coach	0.56	18,000	2,640	1,224				No	No		No
Golf												
Jim Coleman	Head Coach	0.06	1,925						No	No		No
Scott Longenecker	Head Coach	0.03	500						No	No		No
Tennis												
Kai Fong	Head Coach	0.16	6,290	1,800					No	No		No
Cross-Country												
Mike Collins	Head Coach	0.20	7,500						No	No		No

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2002 Actual Compensation

Depart/Name/Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Women's Sports												
Basketball												
Brian Orr	Head Coach	1.00	40,206	3,809			1,000		No	No		No
Kally Lytle	Asst. Coach	0.15	5,000						No	No		No
Golf												
Jim Coleman	Head Coach	0.06	1,925						No	No		No
Scott Longenecker	Head Coach	0.03	500						No	No		No
Volleyball												
Kip Yoshimura	Head Coach	0.54	21,895						No	No		No
Tennis												
Kai Fong	Head Coach	0.16	6,290	1,600					No	No		No
Rodeo												
Karen Fuller	Head Coach	0.60	15,000						No	No		No
Cross-Country												
Mike Collins	Head Coach	0.20	7,500						No	No		No

Include all budgeted exempt positions. Compensation includes all payments made through the college/universities payroll system.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.



# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2003 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Athletic Administration:												
Vacant		Athl Dir	1.00	47,869						No	No	N/A
Tracy Collins		Trainer	1.00	31,824						No	No	No
Jamie White		Dir of Aux Svcs/NAIA Series Coord.	1.00	60,000						No	No	No
Cindi Durgan		Athl Devl Officer	0.50	16,550						No	No	No
Laurie Wilson		Comm Relations	0.50	12,000						No	No	No
Men's Sports												
Basketball												
George Pfiefer		Head Coach	1.00	45,115	3,000					No	Yes	No
Tim Walker		Asst. Coach	0.15	5,000						No	No	No
Baseball												
Ed Cheff		Head Coach	1.00	66,872						No	Yes	No
Gary Picone		Asst. Coach	1.00	32,947	2,500		4,900			No	Yes	No
Cross-Country												
Mike Collins		Head Coach	0.20	7,500						No	No	No
Tennis												
Kai Fong		Head Coach	0.14	5,504	1,600					No	No	No
Golf												
Steve Tilden		Asst. Coach	0.01	250						No	No	No
Paul Thompson		Head Coach	0.15	2,500						No	No	No

# Intercollegiate Athletics Compensation Report

## Lewis-Clark State College

### FY 2003 Estimated Compensation

Depart/Name/Title	FTE	Compensation				Maximum Contract Bonuses			Perks			Multi-Yr Contract
		Base Salary	Camps/ Clinics	Media	Equip Co & Other	Grad Rate	Winning Perform.	Other	Club Mbership	Car	Other	
Women's Sports												
Basketball												
Brian Orr	Head Coach	1.00	40,206	2,500					No	No		No
Brianne Kottwitz	Asst. Coach	0.06	2,000						No	No		No
Cross-Country												
Mike Collins	Head Coach	0.20	7,500						No	No		No
Volleyball												
Jason Zoeteman	Head Coach	1.00	40,019	2,500					No	No		No
Amy Sturtevant	Asst. Coach	0.06	2,000						No	No		No
Tennis												
Kai Fong	Head Coach	0.14	5,504	1,600					No	No		No
Golf												
Steve Tilden	Asst. Coach	0.01	250						No	No		No
Paul Thompson	Head Coach	0.15	2,500						No	No		No

Include all budgeted exempt positions. Compensation includes all payments made through the college/universities payroll system.

If a coach has an agreement with an apparel company, cash payments (payroll) should be reported as compensation. Report the value of clothes and equipment that you know coaches receive in the Perks--Other column. Payments from the foundation should be reported in the other column. Indicate "Yes" or "No" if department employees have an assigned car. If there has been turnover in a position, the FTE should reflect the percent of time employed.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**DECEMBER 11-12, 2002**

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**SUBJECT**

Annual Financial Audit by Deloitte & Touche LLP.

**BACKGROUND**

The Board contracts with Deloitte & Touche LLP (D&T), an independent certified public accounting firm, to conduct the annual financial audit for the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, and Eastern Idaho Technical College. In June 1999, the Board renewed the auditing services contract with Deloitte & Touche LLP for five years, ending December 31, 2004. The audits are conducted in accordance with generally accepted auditing standards and include an auditor's opinion on the basic financial statements. This is the first year the statements are presented using the required Governmental Accounting Standard Board (GASB) format. At the October meeting, D&T provided a cross-walk highlighting the changes from the old to the new financial format.

**DISCUSSION**

Included with your Board material are two bound reports from D&T. The report "Letters of Comments and Recommendations Year Ended June 30, 2002", identifies the current year comments and recommendation and the status of prior year comments and recommendations. The "Financial Statements for the Year Ended June 30, 2002 and Independent Auditors' Reports" contains the Independent Auditors' Report, Management's Discussion and Analysis (MDA) and the Financial Statements. In the MDA, the institutions provide an overview of the statements, an analysis of the three financial statements, comments on capital asset and debt administration, and an economic outlook. With the change in reporting requirements, financial comparisons to prior years', is not possible. Representatives D&T will present an executive summary of the financial statements at the meeting.

**IMPACT**

FY02 financial statements are presented.

**STAFF COMMENTS**

The financial statements present the total financial activity at an institution. Frequently, only the appropriated funds are the focus of the Board. We will be working with the institutions and D&T to develop financial health indicators to use based on the new financial statement presentation during the year.

**BOARD ACTION**

A motion to accept the FY2002 financial audit reports for the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, and Eastern Idaho Technical College, as presented by Deloitte & Touche LLP.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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