

FLORIDA **A&M** UNIVERSITY
Board of Trustees

Budget, Finance and Facilities Committee Meeting

Thursday, September 12, 2024

Time: 9:45 AM

Location: Lawson Center

Committee Members: Craig Reed, Chair
Ezzeldin Aly, Otis Cliatt, Kristin Harper, Kelvin Lawson, Kenny Stone, and Michael White

ACTION ITEMS

- | | | |
|------|---|--------------|
| I. | Minutes from the May 29, 2024 Committee Meeting | Trustee Reed |
| II. | Final 2024-2025 Operating Budget | VP Brown |
| III. | FY2024-2025 University Carryforward Spending Plan and Fixed Capital Outlay Budget | VP Brown |
| IV. | South Central Utility Plant – Additional Contract Authority | VP Brown |
| V. | Approval of Campus Development Agreement | VP Brown |
| VI. | Adjournment | |

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee
Thursday, September 12, 2024
Agenda Item: 1

Subject: Minutes from the May 29, 2024 Committee Meeting

Rationale/Summary:

In accordance with the Florida Statutes, a governing body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

Recommendation: Staff recommends approval of the May 29, 2024 minutes.

Attachments: Yes.

1. Budget, Finance and Facilities Committee Meeting Minutes (May 29, 2024)

FLORIDA **A&M** UNIVERSITY
Board of Trustees

Budget, Finance, and Facilities Committee Meeting

Trustee Craig Reed, Committee Chair

Wednesday, May 29, 2024 Location: The Grand Hyatt Cypress Tampa Bay

MINUTES

Committee Members Present: Ezzeldin Aly, Otis Cliatt, Kristin Harper, Kelvin Lawson, Kenny Stone, Craig Reed, and Michael White

Call to Order/Roll Call

Trustee Reed called the meeting to order. Ms. Schloss called the roll. A quorum was present.

ACTION ITEMS

Chair Reed requested that President Robinson provide an update on the campus recovery efforts at the start of the meeting. President Robinson, along with VP Brown, provided a synopsis indicating that the cleanup process was progressing diligently. They emphasized that full recovery would require more time to complete.

Approval of Minutes – March 6, 2024

There were no revisions to the minutes.

The motion to approve this action item was carried.

Approval of Accounts Receivables Write-offs

VP Brown requested board approval for the fiscal year 2023-2024 Student Accounts Receivable Write-Offs in the amount of \$368,774.34. A detailed list of the receivables, by department was provided in the written materials, showing a 75% decrease from the previous fiscal year's write-offs.

Questions/Comments re: Accounts Receivables Write-offs

- a. Trustee Lawson stated he assumed the COVID funds helped reduce that outstanding debt.
Response: VP Brown confirmed that the decrease was indeed helped by COVID funds, along with some internal dollars.

The motion to approve this action item was carried.

Approval of Surplus Property Write-offs

VP Brown requested board approval to write-off tangible personal property, effective June 30, 2024, with a total acquisition cost of \$46,628.28

The motion to approve this action item was carried.

Approval of 2024-2025 Preliminary Operating Budget

VP Brown requested board approval of the 2024-2025 Preliminary Operating Budget.

Questions/Comments re: 2024-2025 Preliminary Operating Budget

- a. Trustee Washington expressed her concern about the athletic expenses in the preliminary operating budget only being increased by \$500,000.00, stating that the amount is dramatically under budget. She asked if there is a plan on the back end, knowing that the projected revenue is probably at least a million dollars under what is going to be spent.
Response: VP Brown explained that the university is required to present a balanced budget, and the strategy includes examining the gap between actual collections and using some allowable institutional funds to supplement the budget. VP Brown deferred to President Robinson for further discussion.

FLORIDA **A&M** UNIVERSITY
Board of Trustees

- b. President Robinson acknowledged the annual challenge with athletic funding and proposed a detailed assessment of athletics revenue and expenses during the summer. He suggested discussing a more comprehensive strategy at the upcoming August retreat to reach a reasonable point for this document.
- c. Trustee Lawson remarked that historically, funds have been sourced from scholarships, student fees, and athletic fees, suggesting a review to determine if adjustments are possible. He noted that auxiliary interest could help cover any financial gaps.
- d. President Robinson spoke about exploring an opportunity to waive out-of-state fees for student-athletes. He also stated we need a more reliable revenue source for athletics that we can count on.
- e. Trustee Washington acknowledged her question had been addressed but inquired how the preliminary budget could more accurately reflect the actual financial situation.
- f. Trustee Harper reminded the board of the special committee created to ensure the sustainability and operating model of athletics to look at the need for reliable year-over-year revenue.
- g. Trustee Lawson recommended scheduling a discussion at the next Board of Governors meeting to explore additional legitimate funding sources for the athletic budget.

The motion to approve this action item was carried.

Approval of 2025-2026 Fixed Capital Outlay Budget – Capital Improvement Plan (CIP)

VP Brown requested board approval for the 2025-2026 Fixed Capital Outlay Budget – Capital Improvement Plan.

The motion to approve this action item was carried.

Approval of Amendment to Regulation 6.005, Procurement of Commodities and Contractual Services

VP Brown requested board approval of Amendment to Regulation 6.005, Procurement of Commodities and Contractual Services.

Questions/Comments re: Amendment to Regulation 6.005, Procurement of Commodities and Contractual Services

- a. Trustee Lawson stated he's fine with the amended regulation; he also noted the university should be mindful that when procurement and contracts become available, we do our due diligence to find small and minority businesses. Trustee Lawson suggested to VP Brown the university should be more diligent in finding small and minority businesses.

Response: VP Brown agreed with Trustee Lawson, noting the debris site on campus is totally operated and managed by a minority vendor. VP Brown mentioned the team is doing a very good job of ensuring that they give opportunities to minority businesses.

The motion to approve this action item was carried.

Approval of Contract Authority- South Chiller Plant /Construction Manager (CM)

VP Brown requested board approval and authorization for the President to execute a contract between the owner and construction manager, after review and approval by the Office of the General Counsel, for a total sum not to exceed \$8M.

The motion to approve this action item was carried.

Approval of Contract Authority- Dining Hub Expansion/Construction Manager (CM)

VP Brown requested board approval and authorization for the President to execute a contract between the owner and construction manager, after review and approval by the Office of the General Counsel, for a total sum not to exceed \$3.6M.

The motion to approve this action item was carried.

Approval of Contract Authority- Foote Hilyer Sprinkler /Construction Manager (CM)

VP Brown requested board approval for the President to execute a contract between the owner and construction manager, after review and approval by the Office of the General Counsel, for a total sum not to exceed \$2M.

FLORIDA **A&M** UNIVERSITY
Board of Trustees

The motion to approve this action item was carried.

Approval of Contract Authority- EAB Global, Inc.

VP Brown requested board approval for the President to execute the necessary contracts and agreements with Education Advisory Board (Navigate360 & Edify) for a total sum not to exceed \$2.5M, pending review and comments from the General Counsel.

Questions/Comments re: EAB Global, Inc.

- a. Trustee Washington inquired about on opt-out clause and wanted to confirm if the agreement was for five years.

Response: VP Brown affirmed the duration and deferred to Chief Operating Officer (COO), Dr. Palm for further details. COO Palm confirmed the five-year commitment but was unsure about the inclusion of an opt-out clause. VP Brown added that the General Counsel's office typically ensures the presence of an opt-out clause and that contracts are generally not signed without one.

- b. Trustee Washington expressed concerns about committing to a technology agreement for five years given the rapid advancements in technology. She emphasized the importance of flexibility in the contract to switch to a better product if one becomes available. She also mentioned mixed reviews about EAB and sought assurance that it was the right choice for the university.

Response: VP Brown acknowledged her concerns and stated that this would be taken as an action item for follow-up.

During the discussion, Vice President and General Counsel, Denise Wallace, interjected to inform the board that Attorney David Self had confirmed the inclusion of a termination clause in the contract.

The motion to approve this action item was carried.

Approval of Contract Amendments- iHeartMedia and Upscale Events by Mosaic, Inc.

VP Brown recommended that the Board of Trustees authorize the President to execute the contract amendments for iHeartMedia and Upscale Events by Mosaic, Inc., not to annually exceed \$4,085,764 and \$1,700,000 respectively.

Questions/Comments re: Contract Amendments

- a. Trustee Washington highlighted the university's leadership in the state with these initiatives and inquired how the university could enhance its efforts to be bigger, bolder, and better. She also noted receiving numerous concerns during legislative sessions about the university's outreach methods and its innovation capabilities
- b. Trustee Harper expressed appreciation for Trustee Washington's input and sought clarification on what enhanced efforts might entail—whether it involved expanding outreach, increasing frequency, or diversifying messaging types

Response: Trustee Washington suggested that the events could be improved and proposed that further discussions could take place offline. VP Brown indicated that representatives from MMERI were present and could offer additional insights. GP Mendie provided details on the ongoing outreach and education campaigns across the state, particularly in smaller counties.

- c. Trustee Lawson shared that his collaboration with The Boys and Girls Club has supported MMERI's outreach initiatives.
- d. Trustee Reed found the information presented to be valuable and recommended that a method for measuring the success of these contracts be implemented.

The motion to approve this action item was carried.

The meeting adjourned.

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Thursday, September 12, 2024

Agenda Item: II

Subject: Final 2024-2025 Operating Budget

Rationale/Summary:

Pursuant to the Board of Trustees Policy 2005-05, Preparation and Submission of Budget, the FY 2024/25 operating budget must be approved by the University's Board of Trustees (BOT).

Recommendation: It is recommended that the Board of Trustees approve the FY 2024/25 Operating Budget and delegate to the University President, the authority to amend these budgets as appropriate during the fiscal year consistent with Legislative, Board of Governors' and Board of Trustees' directives and guidelines.

Attachments: Yes.

1. FY2024-2025 Final University Operating Budget (University Summary Schedule I)

Florida A&M University
STATE UNIVERSITY SYSTEM OF FLORIDA
2024-2025 OPERATING BUDGET
SUMMARY SCHEDULE I

	Education & General ¹	Contracts & Grants ²	Auxiliaries ³	Local Funds ⁴							Faculty Practice Plan ⁵	Summary Totals
				Student Activities	Student Financial Aid	Concessions	Intercollegiate Athletics	Technology Fee	Self-Insurance	Board - Approved Fees		
1 Beginning Fund Balance :	\$ 68,013,882	\$ 4,591,713	\$ 51,102,306	\$ 570,441	\$ 14,720,290	\$ 614,358	\$ 1,020	\$ 558,274	\$ -	\$ -	\$ -	\$ 140,172,284
2												
3 Receipts/Revenues												
4 General Revenue	\$ 120,084,777											\$ 120,084,777
5 Lottery	\$ 36,082,404											\$ 36,082,404
6 Student Tuition	\$ 67,801,614											\$ 67,801,614
7 Phosphate Research												\$ -
9 Other U.S. Grants		\$ 91,342,837										\$ 91,342,837
10 City or County Grants												\$ -
11 State Grants		\$ 560,935	\$ 57,144		\$ 244,322							\$ 862,401
12 Other Grants and Donations		\$ 7,542,950			\$ 40,159,746		\$ 450,000					\$ 48,152,696
13 Donations / Contrib. Given to the State												\$ -
14 Sales of Goods / Services			\$ 37,741,327				\$ 5,583,654					\$ 43,324,981
15 Sales of Data Processing Services												\$ -
16 Fees			\$ 5,619,550	\$ 3,592,000	\$ 3,520,436		\$ 4,350,000	\$ 1,295,000				\$ 18,376,986
17 Miscellaneous Receipts		\$ 1,550,000	\$ 12,026,553		\$ 10,301,596	\$ 180,000	\$ 1,230,000					\$ 25,288,149
18 Rent												\$ -
19 Concessions												\$ -
20 Assessments / Services												\$ -
21 Other Receipts / Revenues ⁶												\$ -
22 Subtotal:	\$ 223,968,795	\$ 100,996,722	\$ 55,444,574	\$ 3,592,000	\$ 54,226,100	\$ 180,000	\$ 11,613,654	\$ 1,295,000	\$ -	\$ -	\$ -	\$ 451,316,845
23 Transfers In			\$ 12,082,358									\$ 12,082,358
24 Total - Receipts / Revenues:	\$ 223,968,795	\$ 100,996,722	\$ 67,526,932	\$ 3,592,000	\$ 54,226,100	\$ 180,000	\$ 11,613,654	\$ 1,295,000	\$ -	\$ -	\$ -	\$ 463,399,203
25												
26 Operating Expenditures												
27 Salaries and Benefits	\$ 166,015,066	\$ 28,227,766	\$ 14,408,727	\$ 372,240	\$ 456,639		\$ 4,514,167					\$ 213,994,605
28 Other Personal Services	\$ 6,505,489	\$ 12,434,651	\$ 4,894,221	\$ 157,760	\$ 201,377		\$ 700,000					\$ 24,893,498
29 Expenses	\$ 46,499,321	\$ 48,635,180	\$ 36,651,244	\$ 1,712,526	\$ 53,592,486	\$ 324,749	\$ 6,149,287	\$ 1,365,609				\$ 194,930,402
30 Operating Capital Outlay	\$ 50,704	\$ 4,618,145	\$ 778,953					\$ 25,000				\$ 5,472,802
31 Risk Management	\$ 1,837,926											\$ 1,837,926
32 Financial Aid	\$ 624,417											\$ 624,417
33 Scholarships												\$ -
34 Waivers	\$ 130,838											\$ 130,838
35 Finance Expense												\$ -
36 Debt Service	\$ 1,514,846											\$ 1,514,846
37 Salary Incentive Payments												\$ -
38 Law Enforcement Incentive Payments	\$ 14,799											\$ 14,799
39 Library Resources	\$ 775,389											\$ 775,389
40 Institute of Government												\$ -
41 Regional Data Centers - SUS												\$ -
42 Black Male Explorers Program												\$ -
43 Phosphate Research												\$ -
44 Other Operating Category (Provide Details)												\$ -
45 Total Operating Expenditures :	\$ 223,968,795	\$ 93,915,742	\$ 56,733,145	\$ 2,242,526	\$ 54,250,502	\$ 324,749	\$ 11,363,454	\$ 1,390,609	\$ -	\$ -	\$ -	\$ 444,189,522
46												

Florida A&M University
STATE UNIVERSITY SYSTEM OF FLORIDA
2024-2025 OPERATING BUDGET
SUMMARY SCHEDULE I

	Education & General ¹	Contracts & Grants ²	Auxiliaries ³	Local Funds ⁴							Faculty Practice Plan ⁵	Summary Totals
				Student Activities	Student Financial Aid	Concessions	Intercollegiate Athletics	Technology Fee	Self-Insurance	Board - Approved Fees		
47 Non-Operating Expenditures (*Amounts provided as provisional estimates pending final approval and certification of Carryforward Spending Plan and Fixed Capital Outlay Budget at a later date)												
48 * Carryforward (From Prior Period Funds)	\$ 49,536,136											\$ 49,536,136
49 * Fixed Capital Outlay	\$ 2,800,000								\$ 92,400			\$ 2,892,400
50 Transfers Out ⁸		\$ 7,026,016	\$ 18,668,545	\$ 1,800,496	\$ 24,572							\$ 27,519,629
51 Other ⁷												\$ -
52 Total Non-Operating Expenditures :	\$ 52,336,136	\$ 7,026,016	\$ 18,668,545	\$ 1,800,496	\$ 24,572	\$ -	\$ -	\$ 92,400	\$ -	\$ -	\$ -	\$ 79,948,165
53												
54 Ending Fund Balance :	\$ 15,677,746	\$ 4,646,677	\$ 43,227,548	\$ 119,419	\$ 14,671,316	\$ 469,609	\$ 251,220	\$ 370,265	\$ -	\$ -	\$ -	\$ 79,433,800
55												
56 Fund Balance Increase / Decrease :	\$ (52,336,136)	\$ 54,964	\$ (7,874,758)	\$ (451,022)	\$ (48,974)	\$ (144,749)	\$ 250,200	\$ (188,009)	\$ -	\$ -	\$ -	\$ (60,738,484)
57 Fund Balance Percentage Change :	-76.95%	1.20%	-15.41%	-79.07%	-0.33%	-23.56%	24529.41%	-33.68%	#DIV/0!	#DIV/0!	#DIV/0!	-43.33%

1. The Education and General budget funds the general instruction, research, and public service operations of the universities. Universities have accumulated ending fund balances for activities such as the implementation and maintenance of Enterprise Resource Program systems, contingency for unfunded enrollment growth, potential budget reductions, anticipated increases in utilities, and prior year encumbrances (recorded, estimated liability at year-end for ordered or received goods or services), and compliance with Section 1011.45 F.S. on maintaining a 7% reserve.
2. The Contracts and Grants budget contains activities in support of research, public service, and training. Large fund balances are due to the timing of receipt of Federal contracts or grants.
3. Auxiliaries are ancillary support units on each university campus. Some of the major activities include housing, food services, book stores, student health centers, facilities management, and computer support. Ending fund balances includes financial activities such as debt service payments, reserve, repair and replacement reserves for future maintenance costs, construction/renovation of auxiliary facilities, and prior year encumbrances.
4. Local funds include the following university activities:
 - a. Student Activities - Supported primarily by the student activity and service fee and funds operations of the student government, cultural events, organizations, and intramural/club sports.
 - b. Financial Aid - This activity represents the financial aid amounts for which the university is fiscally responsible. Examples include: student financial aid fee, bright futures, federal grants, college work study, and scholarships. The ending fund balance represents a timing difference between the receipts of funds and disbursement to the students.
 - c. Concessions - These resources are generated from various vending machines located on the university campuses.
 - d. Athletics - Revenues are primarily derived from the student athletic fee, ticket sales, and sales of goods. Sufficient fund balances are maintained to provide the necessary support for ongoing athletic activities.
 - e. Technology fee - Collections are used to enhance instructional technology resources for students and faculty.
 - f. Self-Insurance Program - These programs are directed by the respective self-insurance councils and the captive insurance companies (These companies underwrite the risks of its owner and the owner's affiliates.). These activities are supported by premiums charged to the insured individuals and entities (primarily medical faculty and institutions).
 - g. Board-Approved Fees - Student fees proposed by each university and authorized by the Board of Governors to address specific student-based needs not addressed through another service or fee.
5. Faculty Practice - The Faculty Practice Plan collects and distributes income from faculty billings for patient services provided in conjunction with state university medical school programs.
6. Other Receipts/Revenues includes categories such as interest, penalties, refunds, admissions, fines, taxes, etc.
7. Other Non-Operating Expenditures includes categories such as refunds, payment of sales taxes, or indirect costs.

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Committee

Thursday, September 12, 2024

Agenda Item: III

Subject: FY2024-2025 University Carryforward Spending Plan and Fixed Capital Outlay Budget

Rationale/Summary:

Section 1011.45(2), Florida Statutes, states that “Each university that retains a state operating fund carry forward balance in excess of the 7 percent minimum shall submit a spending plan for its excess carry forward balance. The spending plan shall be submitted to the university’s board of trustees for review, approval, or, if necessary, amendment by September 30, 2020, and each September 30 thereafter. The Board of Governors shall review, approve, and amend, if necessary, each university’s carry forward spending plan by November 15, 2020, and each November 15 thereafter.” Section 1011.45(3), F.S. adds “A university’s carry forward spending plan must include the estimated cost per planned expenditure and a timeline for completion of the expenditure and a timeline for completion of the expenditure.”

Recommendation: It is recommended that the Board of Trustees approve the FY2024-2025 Carryforward Spending Plan and the Fixed Capital Outlay Budget.

Attachments: Yes.

1. 2024-2025 Carryforward Spending Plan
2. 2024-2025 Fixed Capital Outlay Budget

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Education and General

2024-2025 Carryforward Spending Plan Summary

Approved by University Board of Trustees

Balances and Spending Plans as of July 1, 2024

	<u>University E&G</u>	<u>Special Unit or Campus (Title)</u>	<u>Grand Total : University Summary</u>
A. Beginning E&G Carryforward Balance - July 1, 2024 :			
Cash	\$ 62,671,234	\$ -	\$ 62,671,234
Investments	\$ 19,484,484	\$ -	\$ 19,484,484
Accounts Receivable	\$ 6,153,923	\$ -	\$ 6,153,923
Less: Accounts Payable	\$ 13,477,380	\$ -	\$ 13,477,380
Less: Deferred Student Tuition & Fees	\$ -	\$ -	\$ -
B. Beginning E&G Carryforward Balance (Net of Payables/Receivables/Deferred Fees) :	\$ 74,832,261	\$ -	\$ 74,832,261
C. Fiscal Year 2023-2024 E&G Carryforward Encumbrances Brought Forward:	\$ 6,821,379	\$ -	\$ 6,821,379
D. 7% Statutory Reserve Requirement (1011.45(1) F.S.):	\$ 15,677,746	\$ -	\$ 15,677,746
E. Carryforward Reserve Fund (1011.45(3) F.S.):	\$ -	\$ -	\$ -
F. E&G Carryforward Balance Less 7% Statutory Reserve Requirement (Amount Requiring Approved Spending Plan) :	\$ 52,333,136	\$ -	\$ 52,333,136
G. Annual Contribution to Reserves for New FCO Projects (per s. 1001.706(12) F.S. and Board Reg 14.002) (Should agree with the "Total Facilities Reserves as of July 1, 2024" on the "Details - FCO Reserves" tab)	\$ -	\$ -	\$ -
H. * Restricted / Contractual Obligations			
Restricted by Appropriations	\$ 273,951	\$ -	\$ 273,951
University Board of Trustees Reserve Requirement	\$ -	\$ -	\$ -
Restricted by Contractual Obligations :			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ -	\$ -	\$ -
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ -	\$ -	\$ -
Student Financial Aid	\$ -	\$ -	\$ -
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ -	\$ -	\$ -
Faculty Research and Public Service Support and Start-Up Funding	\$ -	\$ -	\$ -
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ -	\$ -	\$ -
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ -	\$ -	\$ -
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ -	\$ -	\$ -
Other UBOT Approved Operating Requirements			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ -	\$ -	\$ -
Contingencies for a State of Emergency Declared by the Governor (Section 1011.45(3)(g))	\$ -	\$ -	\$ -
Operating Restricted : (Should agree with restricted column totals on "Details-Operating" tab)	\$ 273,951	\$ -	\$ 273,951
FCO Restricted : (Should agree with restricted column totals on "Details-Fixed Capital Outlay" tab)	\$ -	\$ -	\$ -
Grand Total Restricted / Contractual Funds :	\$ 273,951	\$ -	\$ 273,951
I. * Commitments			
Compliance, Audit, and Security			
Compliance Program Enhancements	\$ 144,500	\$ -	\$ 144,500
Audit Program Enhancements	\$ 43,000	\$ -	\$ 43,000
Campus Security and Safety Enhancements	\$ -	\$ -	\$ -
Academic and Student Affairs			
Student Services, Enrollment, and Retention Efforts	\$ 1,620,000	\$ -	\$ 1,620,000
Student Financial Aid	\$ -	\$ -	\$ -
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ 2,000,000	\$ -	\$ 2,000,000
Faculty Research and Public Service Support and Start-Up Funding	\$ -	\$ -	\$ -
Library Resources	\$ -	\$ -	\$ -
Facilities, Infrastructure, and Information Technology			
Utilities	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ 608,777	\$ -	\$ 608,777

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Education and General

2024-2025 Carryforward Spending Plan Summary

Approved by University Board of Trustees

Balances and Spending Plans as of July 1, 2024

	<u>University E&G</u>	<u>Special Unit or Campus (Title)</u>	<u>Grand Total : University Summary</u>
Small Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ 7,557,931	\$ -	\$ 7,557,931
Large Carryforward Fixed Capital Outlay Projects (Board of Governors Regulation 14.003(2))	\$ -	\$ -	\$ -
Other UBOT Approved Operating Requirements			
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 1,549,000	\$ -	\$ 1,549,000
Contingencies for a State of Emergency Declared by the Governor (Section 1011.45(3)(g))	\$ 38,535,977	\$ -	\$ 38,535,977
			\$ -
Operating Commitments : (Should agree with committed column total on "Details-Operating" tab)	\$ 44,501,254	\$ -	\$ 44,501,254
FCO Commitments : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	\$ 7,557,931	\$ -	\$ 7,557,931
Grand Total Commitments :	\$ 52,059,185	\$ -	\$ 52,059,185
J. Available E&G Carryforward Balance as of July 1, 2024:	\$ -	\$ -	\$ -

* Please provide supplemental **detailed descriptions** for these multiple-item categories in sections F, G, and H for operating, fixed capital outlay, and FCO Reserves spending plans using Board of Governors templates provided (use worksheet tabs for "Details" included with this file).

Notes :

1. Florida Polytechnic University amounts include the Phosphate Research Trust Fund.
2. **2024 House Bill 707 amended 1011.45 F.S.** regarding university Education & General carryforward minimum reserve balances, reporting requirements, and allowable uses. 1011.45(1) states that "Each university shall maintain a minimum carry forward balance in of at least 7 percent of its state operating budget; however, a university may retain and report to the Board of Governors an annual reserve balance exceeding that amount. The spending plan shall be submitted to the university's board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 board of trustees for review, approval, or if necessary, amendment by September 1, 2020, and each September 1 thereafter. The Board of Governors shall review, approve, and amend if necessary, each university's carry forward spending plan by October 1, 2020, and each October 1 thereafter." 1011.45(3) adds "A university's carry forward spending plan must include the estimated cost per planned expenditure and a timeline for completion of the expenditure." Three additional tabs are provided with this file to allow reporting of university detailed expenditure plans for each planned expenditure or project, a completion timeline, and amount budgeted for expenditure during the reporting fiscal year.

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
2024-2025 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)
Pursuant to 1011.45, Florida Statutes
July 1, 2024

Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget				Project Timeline			Comments/Explanations
			Total Amount to be Funded from Current Year E&G Carryforward Balance	RESTRICTED Restricted Balance as of July 1, 2024	COMMITTED Committed Balance as of July 1, 2024	E&G Carryforward Amount Budgeted for Expenditure During FY25	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1	Restricted by Appropriations	World Class Faculty	\$ 273,951	\$ 273,951		\$ 273,951	1	1	2025	These are special appropriations and must be spent for the intended purpose.
2	Compliance Program Enhancements	External compliance program review	\$ 30,000		\$ 30,000	\$ 30,000	1	1	2025	Required per BOG Regulation 4.003. Contract with a firm to review the effectiveness and maturation of the compliance and ethics program.
3	Compliance Program Enhancements	Professional development for new and continuing staff	\$ 15,000		\$ 15,000	\$ 15,000	1	1	2025	With the rapidly changing landscape of regulation and law, it is necessary to support professional development to develop and keep staff current to provide appropriate guidance to compliance partners and managers.
4	Compliance Program Enhancements	Accessibility Enhancement Initiative	\$ 20,000		\$ 20,000	\$ 20,000	1	1	2025	to pay for accessibility services such as interpreters, technology enhancements and accommodation support
5	Compliance Program Enhancements	Development of Affirmative Action Plan	\$ 7,000		\$ 7,000	\$ 7,000	1	1	2025	Per OFCCP regulations, we are required to complete in depth analysis of our workforce and utilization. We need to contract with a firm that assists in developing this report.
6	Compliance Program Enhancements	Athletics Compliance Technology Upgrades	\$ 12,000		\$ 12,000	\$ 12,000	1	1	2025	New technology is needed to better support student athletes at the point of contact, including screens for students and parents to view in office, laptops, and ipads that students can use to complete university processes while at their appointment. This enhances customer service and accuracy for students completing administrative and compliance tasks.
7	Compliance Program Enhancements	Policy Software Management System/Licenses (e.g. CFM Partner/Workiva)	\$ 20,000		\$ 20,000	\$ 20,000	1	1	2025	Software creates centralized repository of external and internal policies, ADA compliant policies; creates searchable, categorized policy formats; automates processes and workflows such as reminders, routing, approvals, version controls; allows multiple stakeholder collaboration; built-in communication tools to disseminate policies promptly, etc.
8	Other Operating Requirements (University Board of Tr	OPS Program Manager	\$ 45,000		\$ 45,000	\$ 45,000	1	1	2025	development. Chief Policy Officer also serves as Interim General Counsel and cannot devote full-time efforts to OUP. Increase
9	Other Operating Requirements (University Board of Tr	Training	\$ 9,000		\$ 9,000	\$ 9,000	1	1	2025	io deveiop training programs and resources to educate
10	Compliance Program Enhancements	NCAA Legal Expense	\$ 10,500		\$ 10,500	\$ 10,500	1	1	2025	stakeholders about regulatory requirements, risk mitigation, policies legal counsel to prepare the multi-year compliance assessment as required by the NCAA Committee on Infractions to keep the
11	Compliance Program Enhancements	Training	\$ 15,000		\$ 15,000	\$ 15,000	1	1	2025	To improve operational compliance & efficiency with federal & state laws including discrimination, risk management, Title IX, and public records.
12	Audit Program Enhancements	ERM Software Implementation	\$ 12,000		\$ 12,000	\$ 12,000	1	1	2025	To complete the implementation of the ERM software, which is necessary for monitoring and analyzing risk accross the university, we would need the implementation cost. We are already under contract for the implementation services.
13	Audit Program Enhancements	Workiva Software Renewal	\$ 31,000		\$ 31,000	\$ 31,000	1	1	2025	This software is necessary to perform our audit work and facilitate reporting, data analytics, and cross-functional collaboration.
14	Faculty/Staff, Instructional and Advising Support and SI	Graduate Assistantships	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000	1	1	2025	To provide funds for the School of Graduate Studies to move towards the R1 status.
15	Compliance Program Enhancements	Additional Staff	\$ 15,000		\$ 15,000	\$ 15,000	1	1	2025	TO support our compliance oversight and monitoring to ensure compliance with NCAA regulations related to new initiatives in the area of APR and academic progress.

16	Student Services, Enrollment, and Retention Efforts	Recruiting/Conferences	\$	119,680	\$	119,680	\$	119,680	1	1	2025	Additional staff for service excellence and professional development/Training
17	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	80,000	\$	80,000	\$	80,000	1	1	2025	Staff Development, recruitment, enrollment and retention efforts.
18	Student Services, Enrollment, and Retention Efforts	Subscriptions/Technology, Training/Conferences and Suppl	\$	160,000	\$	160,000	\$	160,000	1	1	2025	Additional staff for service excellence and professional development/Training
19	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	150,000	\$	150,000	\$	150,000	1	1	2025	Contract services(BetterMynd: Teletherapy, Well-Track: Self-Help Therapy and Titanium Schedule: Electronic Health Record), Institutional Memberships(Association for Coordination of Counseling Center Clinical Services, Association for Counseling Center Training Agents and Association of Psychology Postdoctoral and Internship Centers), Accrediation(American Pyschological Association), staff development, utilities and materials & supplies.
20	Student Services, Enrollment, and Retention Efforts	Training/Conferences and Supplies	\$	100,000	\$	100,000	\$	100,000	1	1	2025	Additional staff for processing applications, transcripts and all student data due to increased applications.
21	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	15,000	\$	15,000	\$	15,000	1	1	2025	Staff development and materials & supplies.
22	Student Services, Enrollment, and Retention Efforts	Subscriptions/Technology	\$	60,000	\$	60,000	\$	60,000	1	1	2025	Additional staff for processing student information due to increased applications.
23	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	160,000	\$	160,000	\$	160,000	1	1	2025	To support Common App, Slate Subscription, ZeeMee and Campus ESP/Building Communication and technology.
24	Student Services, Enrollment, and Retention Efforts	Training/Conferences and Supplies	\$	20,000	\$	20,000	\$	20,000	1	1	2025	Additional student staff for orientations, student tours and visitors to campus.
25	Student Services, Enrollment, and Retention Efforts	Technology Software, Training and Supplies	\$	30,000	\$	30,000	\$	30,000	1	1	2025	Professional development for staff to enhance competency and remain current.
26	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	400,320	\$	400,320	\$	400,320	1	1	2025	Oracle Software, staff development, materials & supplies and rental & leases.
27	Student Services, Enrollment, and Retention Efforts	Training/Conferences, Technology, Telephone System, Res	\$	60,000	\$	60,000	\$	60,000	1	1	2025	Professional development for staff to enhance competency and remain current.
28	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	100,000	\$	100,000	\$	100,000	1	1	2025	Customer Service training, computers, telephones and restructure the area.
29	Student Services, Enrollment, and Retention Efforts	Training/Conferences and Supplies	\$	50,000	\$	50,000	\$	50,000	1	1	2025	Professional development for staff to enhance competency and remain current.
30	Student Services, Enrollment, and Retention Efforts	Additional Staff	\$	10,000	\$	10,000	\$	10,000	1	1	2025	Maintenance & repair, materials & supplies, staff development and instructional & other materials.
31	Student Services, Enrollment, and Retention Efforts	Recruiting/Conferences	\$	10,000	\$	10,000	\$	10,000	1	1	2025	Professional development for staff to enhance competency and remain current.
32	Student Services, Enrollment, and Retention Efforts	Training/Conferences and Supplies	\$	15,000	\$	15,000	\$	15,000	1	1	2025	Recruitment, technology maintenance, materials & supplies and staff development.
33	Student Services, Enrollment, and Retention Efforts	Additional Staff for Student Conduct	\$	10,000	\$	10,000	\$	10,000	1	1	2025	Staff development, training and materials & supplies.
34	Student Services, Enrollment, and Retention Efforts	Training/Conferences and Supplies	\$	30,000	\$	30,000	\$	30,000	1	1	2025	To provide clerical and administraive support by coordinating hearings, trainings, scheduling meetings, managing electronic communications and files.
35	Student Services, Enrollment, and Retention Efforts	Career Center	\$	20,000	\$	20,000	\$	20,000	1	1	2025	Materials & supplies, contract services, rental & leases.
36	Student Services, Enrollment, and Retention Efforts	CeDAR	\$	20,000	\$	20,000	\$	20,000	1	1	2025	Staff development, materials & supplies and maintenance & repairs.
37	Other Operating Requirements (University Board of Tr	Accounting Services Firm	\$	350,000	\$	350,000	\$	350,000	1	1	2025	Contract with a CPA Firm to provide accounting services.
38	Other Operating Requirements (University Board of Tr	Professional Search Firm	\$	350,000	\$	350,000	\$	350,000	1	1	2025	Contract with a search firm to lead recruitment and retention of specialized talent.
39	Other Operating Requirements (University Board of Tr	Centralized Onboarding	\$	100,000	\$	100,000	\$	100,000	1	1	2025	Funding required for the automation and centralization of the onboarding process.
40	Other Operating Requirements (University Board of Tr	Compensation Study	\$	100,000	\$	100,000	\$	100,000	1	1	2025	Additional funds required to finalize the original compensation study and for additional services.
41	Other Operating Requirements (University Board of Tr	Vehicles	\$	595,000	\$	595,000	\$	595,000	1	1	2025	Replacement Vehicles and Roll-Off Truck for Facilities Departments
42	Information Technology (ERP, Equipment, etc.)	Update and Repair University Data Center	\$	608,777	\$	608,777	\$	608,777	1	1	2025	Update and repair the cooling system for the University Data Center.
43	Contingencies for a State of Emergency Declared by th	Emergency Operational expenses	\$	38,535,977	\$	38,535,977	\$	38,535,977	1	1	2025	Emergency Operational expenses
44												
45												
46												

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY
2024-2025 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)
Pursuant to Section 1011.45, Florida Statutes
July 1, 2024

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of July 1, 2024, E&G Carryforward Operating Balance Provided to FCO	(F) Restricted To Restricted Balance on July 1, 2024	(G) Committed To Committed Balance on July 1, 2024	Carryforward Expenditure Timeline			Comments/Explanations
							Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
Small Carryforward Projects¹										
1	Small, < \$2M: Renovation, Repair or Maintenance	Infrastructure/Bldg. Repair	Minor Projects and Maintenance in University Facilities to enhance environment.	\$ 1,000,000	\$ -	\$ 1,000,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
2	Small, < \$2M: Renovation, Repair or Maintenance	Gaither Gym Roof	Repair roof.	\$ 1,000,000	\$ -	\$ 1,000,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
3	Small, < \$2M: Renovation, Repair or Maintenance	Lua Bartley Roof	Additional funds needed to repair roof.	\$ 300,000	\$ -	\$ 300,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
4	Small, < \$2M: Completion of Remodeling or Infrastructure	Campus Water & Sewer Upgrades	Continue to repair systems throughout campus	\$ 250,000	\$ -	\$ 250,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
5	Small, < \$2M: Renovation, Repair or Maintenance	Campus Wide ADA Restroom Renovation	Upgrade restrooms for ADA Accessibility	\$ 250,000	\$ -	\$ 250,000	1	1	2025	Implement infrastructure ADA/HC enhancements in academics, research, administration, technology, facilities, and utility systems.
6	Small, < \$2M: Renovation, Repair or Maintenance	Lawson Center Electrical Upgrades	Upgrade electrical circuit to allow for connection of generator.	\$ 150,000	\$ -	\$ 150,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
7	Small, < \$2M: Demolition of educational facilities & site improvements	Benjamin Banneker Demolition Phase I	Phase I includes design, relocation of electrical and technology lines	\$ 1,000,000	\$ -	\$ 1,000,000	1	1	2025	Implement deferred maintenance plans in academics, research, administration, technology, facilities, and utility systems.
8	Small, < \$2M: Renovation, Repair or Maintenance	Campus Road Resurfacing & Utility Upgrades	Perry to Althea Gibson along Trudie Perkins. Requires underground work.	\$ 1,000,000	\$ -	\$ 1,000,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
9	Small, < \$2M: Renovation, Repair or Maintenance	Extension of Storage for Venue Management Staging	Additional funds needed for project.	\$ 200,000	\$ -	\$ 200,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
10	Small, < \$2M: Renovation, Repair or Maintenance	Recreation Center ADA Ramp	Provide facility accessibility	\$ 275,000	\$ -	\$ 275,000	1	1	2025	Implement structural enhancements in academics, research, administration, technology, facilities, and utility systems.
11	Small, < \$2M: Renovation, Repair or Maintenance	Gaither Gym Exterior Doors	Replace exterior doors for safety and security.	\$ 120,000	\$ -	\$ 120,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
12	Small, < \$2M: Renovation, Repair or Maintenance	Campus Wide Pressure Washing	Exterior Beautification of campus facilities	\$ 100,000	\$ -	\$ 100,000	1	1	2025	Implement Campus-wide beautification and infrastructural enhancements around academics, research, administration, technology, facilities, and utility systems.
13	Small, < \$2M: Renovation, Repair or Maintenance	Easy Water System	Install easy water system in Pharmacy, Science Research, POM, Architecture and Commons	\$ 250,000	\$ -	\$ 250,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
14	Small, < \$2M: Renovation, Repair or Maintenance	Campus Wide Sidewalks & Erosion	Repair sidewalks and address erosion to ensure safety.	\$ 118,931	\$ -	\$ 118,931	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
15	Small, < \$2M: Renovation, Repair or Maintenance	Lee Hall Windows	Replace windows to prevent leaks	\$ 150,000	\$ -	\$ 150,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
16	Small, < \$2M: Renovation, Repair or Maintenance	School of Architecture Storefronts	Design and Construction to repair storefront windows to reduce water intrusion.	\$ 600,000	\$ -	\$ 600,000	1	1	2025	Implement infrastructure enhancements in academics, research, administration, technology, facilities, and utility systems.
17	Small, < \$2M: Renovation, Repair or Maintenance	Motor Pool Parking Enhancements	To enhance parking in the POM yard for motor pool.	\$ 500,000	\$ -	\$ 500,000	1	1	2025	Implement parking infrastructure enhancements per DOT standards

18	Small, < \$2M: Renovation, Repair or Maintenance	Campus Wide Landscaping/Irrigation	Enhance flower beds and repair or install irrigation per project list.	\$ 147,000	\$ -	\$ 147,000	1	1	2025	Implement Campus-wide beautification and infrastructural enhancements around academics, research, administration, technology, facilities, and utility systems.	
19	Small, < \$2M: Renovation, Repair or Maintenance	Landscaping Beautification	Enhance parking lot islands, building entrance and tree replacement plan.	\$ 147,000	\$ -	\$ 147,000	1	1	2025	Implement Campus-wide beautification enhancements around academics, research, administration, technology, facilities, and utility systems.	
20				\$ -	\$ -	\$ -					
21				\$ -	\$ -	\$ -					
22				\$ -	\$ -	\$ -					
23				\$ -	\$ -	\$ -					
24				\$ -	\$ -	\$ -					
25				\$ -	\$ -	\$ -					
* Total Minor Carryforward As July 1, 2024 :				\$ 7,557,931	\$ -	\$ 7,557,931					
Large Carryforward Projects¹											
7				\$ -	\$ -	\$ -					
8				\$ -	\$ -	\$ -					
9				\$ -	\$ -	\$ -					
10				\$ -	\$ -	\$ -					
11				\$ -	\$ -	\$ -					
* Total Major Carryforward As July 1, 2024 :				\$ -	\$ -	\$ -					
Fixed Capital Outlay Totals :				\$ 7,557,931	\$ -	\$ 7,557,931					

* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

1. As defined in Board of Governors Regulation 14.003.
2. Amount deducted from July 1, 2024, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

University Facilities Reserves

Additional Amounts Contributed From July 1, 2024 Beginning E&G Carryforward Balance

Pursuant to s. 1001.706(12) F.S. and Board of Governors Regulation 14.002

Specific Project/Facility Title/Number	Additional Description of Project/Facility	Amount Added to Facility Reserves From FY25 Beginning E&G Carryforward Balance
1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -
6.		\$ -
7.		\$ -
8.		\$ -
9.		\$ -
10.		\$ -
	Total Capital Facilities Reserves as of July 1, 2023 : *	\$ -

*Note: Should agree with line F on the "Summary" tab.

**State University System
Education & General Carryforward Spending Plan
Reporting Definitions**

Carryforward Spending Plan - Budgetary Category Definitions

Encumbrances	Unpaid balances remaining in active purchase orders, travel authorizations, etc., to be paid using E&G carryforward funds.
7% Statutory Reserve Requirement	Required E&G reserve requirement per 1011.45 F.S. - amends previous 1011.40 F.S. requirement. Based on percentage of state operating budget.
Carryforward Reserve Fund	A carryforward spending plan may include retention of the carryforward balance as a reserve fund to be used for authorized expenses in subsequent years. (1011.45 (1)(3) F.S.)
Restricted/Contractual Obligations	Should generally be supported by documentation that memorializes an agreement with another party (e.g. contract, offer letter, construction contract/project number, etc.).
Commitments	Monies designated for a specific purpose which are not yet encumbered/contracted/restricted. Discretion may still be exercised with respect to the use of these funds.
University Board of Trustees Reserve Requirement	The amount of unrestricted funds set aside by the University Board of Trustees to address critical, unforeseen, or non-discretionary items that require immediate funding, such as unanticipated or uninsured catastrophic events, unforeseen contingencies, state budget shortfalls, or university revenue shortfalls.
Restricted by Appropriations	Funds appropriated by the Legislature for a specific purpose or intended use as identified by law or through legislative work papers.
Compliance Program Enhancements	Initiatives associated with being in compliance with federal law, state law, Board of Governors Regulations or any other entity with which the University must comply.
Audit Program Enhancements	Initiatives associated with implementing audit programs of the institution.
Campus Security and Safety Enhancements	The support of campus security and/or safety issues, such as the recruitment of police officers, vehicles, equipment, and investments which promote security and safety at the institution. This issue may also include mental health counseling and services.
Student Services, Enrollment, and Retention Efforts	Funds to promote student success through supporting student services programs, addressing enrollment, and assisting with retention efforts to support timely graduation.
Student Financial Aid	Funds allocated to reduce student costs and to provide an opportunity to obtain a degree in an affordable and timely fashion.
Faculty/Staff Instructional and Advising Support and Start-Up Funding	Funds identified to support instructional and advising activities, and/or start-up packages for new faculty. Start-up packages are often expended over a multi-year period.
Faculty Research and Public Service Support and Start-Up Funding	Funds identified to support research and public service, and any associated start up funding. Start-up packages are often expended over a multi-year period.
Library Resources	Materials and database access required to support programs of study and research.
Utilities	Support of utility costs throughout the university.
Information Technology (ERP, Equipment, Etc.)	Funds to improve operational productivity, educational improvements, and technological innovation, implementation and/or maintenance of ERP systems, and technological equipment purchases.
Other Operating Requirements	Other expenditures/projects that support the university's mission and are approved by the university board of trustees.
Contingencies for a State of Emergency Declared by the Governor	A commitment of funds to a contingency reserve for expenses incurred as a result of a state of emergency declared by the Governor pursuant to s. 252.36, Florida Statutes.
PECO Projects - Supplemental Funds to Complete Projects That Received Previous Appropriation	Commitment of funds to a public education capital outlay project for which an appropriation has previously been provided that requires additional funds for completion and which is included in the list required by s. 1001.706(12)(d), Florida Statutes. This category is valid for both small and large carryforward projects.
Completion of Renovation, Repair, or Maintenance Project	For projects that are consistent with the provisions of s. 1013.64(1), Florida Statutes, and replacement of a minor facility. Refer to Board of Governors Regulation 14.001 for the definitions of renovation, repair, and maintenance. This category is valid for both small and large carryforward projects.
Replacement of Minor Facility	Replacement of a minor facility pursuant to Board of Governor's regulation 14.003(2)(b).
Completion of a Survey-Recommended Remodeling or Infrastructure Project (Including DRS Schools)	Completion of a remodeling or infrastructure project, including a project for a developmental research school, if such project is survey recommended pursuant to s. 1013.31, Florida Statutes. Refer to Board of Governors Regulation 14.001 for the definition of remodeling. This category is valid for both small and large carryforward projects.

Column Definitions for Use With Details Tabs

Carryforward Spending Plan Category	Functional category brought forward from the Carryforward Spending Plan reporting template. Categories are defined in Section I of this document.
Specific Expenditure/ Project Title/Name	Detailed title of planned expenditure item or project, with sufficient details to be tracked individually through the expenditure cycle to completion.
Total Amount to be Funded from Current Year E&G Carryforward Balance	The total estimated cost to be paid from current-year beginning E&G carryforward balance for the specific expenditure item or project.
E&G Carryforward Amount Budgeted for Expenditure During FY21	This column represents the current budgetary year's estimated disbursement of E&G carryforward towards the total planned expenditure item or project.
Project Timeline	
Estimated Completion Date	Estimated date (year) for full expenditure of E&G carryforward funds for the specific expenditure plan item or project.
Current Expenditure Year #	The current year in the project completion timeline, e.g. year 2 of a 4 year project. Input is number only.
Total # Years of Expenditure per Project	The total number of years over which the expenditure item / project will span.
Comments/Explanations	Additional information to assist the user of the report including, but not limited to, a description of the expenditure item / project and how it supports the university's mission and operations.

Florida A&M University
FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2024-25
 (per s. 1013.61, F.S. and Board Reg. 14.003)

University Contact: Kendall Jones kendall.jones@famu.edu 850-599-8042
[name] [email & phone]

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	Education & General (E&G) Operating Projects ¹			\$0	E&G Operating Funds	\$0	\$0	\$0	\$0	Not Applicable		
	Carryforward (CF) - Small Projects ²			\$18,717,931	CF	\$18,717,931	\$4,985,125	\$4,781,020	\$8,951,786	Refer to detail in Carryforward Spending Plan		Total Carryforward to date -\$3.9M-2223, \$7.1M 2324; \$7
	Carryforward (CF) - Large Projects ³											
5		TORNADO 5.10.24	Repair facilities damaged by the tornado.	\$5,800,000	CF Total:	\$5,800,000 \$5,800,000	\$2,345,377	\$2,661,991	\$792,632	5/10/2024	12/30/2025	
6	SCHOOL OF ARCHITECTURE AND ENGINEERING		Renovation to include space for construction engineering department to be relocated from Benjamin Banneker to SAET	\$2,373,206	CF Grant E&G Operating Funds Total:	2,000,000 323,748 49,458 \$2,373,206	\$2,272,634	\$99,834	\$738	5/11/2021	2/10/2024	
7	FHAC OLD STUDENT HEALTH CLINIC		Relocation of the Foote Hilyer IT Department to the Old Student Health Clinic Space	\$2,406,312	CF Grant E&G Operating Funds Total:	2,000,000 202,725 203,587 \$2,406,312	\$1,422,693	\$717,460	\$266,159	5/11/2021	12/30/2024	
	Subtotal - CF Large Projects:					\$10,579,518	\$6,040,703	\$3,479,285	\$1,059,530			
	State Appropriated Projects ^{4,6}											
	HBCU & UNIVERSITY SECURITY GRANTS		Campus Security and Infrastructure Projects	\$5,000,000	PECO Total:	\$5,000,000 \$5,000,000	\$0	\$1,500,000	\$3,500,000	10/1/2024	12/31/2026	
	CHEMICAL & BIOLOGICAL RESEARCH LAB CENTER		Converting existing vacant space in new Pharmacy building into research laboratory space	\$14,309,913	PECO PECO Total:	9,289,563 5,020,350 \$14,309,913	\$0	\$1,000,000	\$13,309,913	10/1/2023	6/30/2026	Total PECO appropriated to date = \$14M (\$9.2M in FY23-24).
	CAPITAL IMPROVEMENT TRUST FUND		Funds allocated for student funded projects	\$4,760,778	CITF Total:	\$4,760,778 \$4,760,778	\$1,971,922	\$722,546	\$2,066,310	Refer to detailed CITF list		Total PECO appropriated to date = 700K 2021; 361K 2122; 1.07M 2223; 1.1M 2324; 1.4M 24-25
	UTILITY INFRASTRUCTURE		Campuswide Utility Infrastructure Upgrades	\$27,700,000	PECO Total:	\$27,700,000 \$27,700,000	\$6,275,191	\$1,739,748	\$19,685,062	9/29/2023	12/31/2025	
	DEFERRED MAINTENANCE		Federal Funds for Deferred Maintenance projects	\$26,910,864	GENERAL REVENUE Total:	\$26,910,864 \$26,910,864	\$8,312,802	\$11,886,700	\$6,711,362	7/26/2023	12/31/2025	
	HOWARD HALL (ROTC)		Renovation of Howard Hall	\$13,587,872	PECO Total:	\$13,587,872 \$13,587,872	\$122,719	\$700,000	\$12,765,153			
	FAMU DRS		Developmental Research School facilities repairs and maintenance upgrades	\$3,812,535	PECO	\$3,812,535	\$1,344,953	\$800,000	\$1,667,582	10/1/2023	6/30/2026	Total PECO appropriated to date = \$3,202355 (416K in 1819, 489K in 1920, 531K in 2021, 520k in 2122, 571K in 2223, 672K in 2324,
	ED FACILITIES SECURITY GRANT		Developmental Reserch School security enhancements for student safety	\$226,000	GENERAL REVENUE	\$226,000	\$0	\$135,048	\$90,952			Total PECO appropriated to date - \$226000 (100K in 1819, 42k in 2021, 42K in 2223, 42K in 2324)
	Subtotal - State Appropriated Projects:					\$96,307,962	\$18,027,588	\$18,484,041	\$38,044,962			
	Non-Appropriated Projects ^{5,6}											
	CAMPUSWIDE PRESERVATION PLAN		National Park Services HBCU Cultural Heritage Stewardship Initiative Grants for campus wide master plan of historic district	\$155,000	Grant Total:	155,000 0 \$155,000	\$0	\$0	\$155,000	2/23/2023	10/5/2023	
	REHABILITATION OF SUNSHINE MANOR		State of Florida Dept. of State African American Cultural and Historic Grant for design and rehabilitation of Sunshine Manor	\$495,000	Grant	\$495,000	\$17,740	\$400,000	\$77,260	2/21/2023	7/1/2025	

SAMUEL H. COLEMAN MEMORIAL LIBRARY PRESERVATION PROJECT	National Park Services HBCU Historic Preservation Grant design and renovation of Coleman Library to include window restoration, waterproofing, and door replacement	\$553,838	Grant	\$553,838	\$22,729	\$462,047	\$69,062	3/22/2023	7/1/2025
JACKSON DAVIS HISTORICAL PRESERVATION	Investigation, Design and Renovation for the historical preservation of Jackson Davis Hall	\$523,000	Grant	\$523,000	\$0	\$449,970	\$73,030	8/23/2024	6/30/2024
500 BED MIXED USE RESIDENCE HALL	Design Services for the construction of a new 500-bed mixed use residence hall	\$3,796,322	Housing R&R	\$3,796,322	\$228,017	\$3,126,812	\$441,493	5/2/2023	8/1/2029
700 BED RESIDENCE HALL	Design, Construction, materials and equipment for the 700-bed residence hall phase II	\$85,610,000	Housing R&R	\$1,732,128	\$1,201,571	\$528,497		6/6/2023	8/1/2025
			HBCU Loan	\$83,877,872	\$16,948,971	\$25,000,000			
			Total	\$85,610,000	\$18,150,542	\$25,528,497	\$41,930,960		
800 BED RESIDENCE APT. COMPLEX	Design Services for the construction of a new 800-bed residence apartment complex	\$6,594,006	Housing R&R	\$6,594,006	\$911,209	\$5,682,103	\$694	5/12/2023	8/1/2032
USDA TELECONFERENCE CENTER	Renovating and expanding the existing culinary training kitchen and office workspace in the Teleconference Center	\$869,864	USDA	\$869,864	\$614,923	\$254,941	(\$0)	7/22/2022	4/30/2024
HOUSING SUMMER PROJECTS	Renovations of flooring, walls, cabinets, and fixtures to extend the useful life of Housing facilities	\$2,046,217	Housing	\$2,046,217	\$ 1,159,128.72	\$887,089	(\$0)	5/1/2024	9/30/2024
Subtotal - Non-Appropriated Projects:				\$100,643,247	\$21,104,289	\$36,791,460	\$42,747,498		
TOTALS:				\$226,248,658	\$226,248,658	\$50,157,705	\$63,535,806	\$90,803,776	

Notes:

- 1) *Education & General (E&G) Operating Projects* is a consolidated line item of all FCO projects, as defined in Board reg 14.001, funded from current year E&G operating funds. No individual project funded in whole or in part shall exceed \$1M, per Board reg 9.007(3)(a)1.
- 2) *Carryforward (CF) - Small Projects* is a consolidated line item of all FCO projects with a cost up to \$2M funded in whole or in part from from CF funds, pursuant to Board Reg. 14.003(2)(b). Includes replacement of facilities less than 10,000 gross sf. This is a single line item in the FCO budget. For a list of individual projects, refer to the Carryforward Spending Plans (CFSP).
- 3) *Carryforward (CF) - Large Projects* includes any FCO project funded in whole or in part from CF funds, where total individual FCO project cost exceeds \$2M, pursuant to Board reg. 14.003(2)(c) and expenditure limits described therein. May also be reflected as one of multiple funding sources under categories State Appropriate Projects and Non-Appropriated Projects.
- 4) *State Appropriated Projects* - this category includes all FCO projects utilizing funds originally appropriated as FCO funds by the State of Florida, notwithstanding criteria in Board regulation 14.001. These funds should never be included in the operating budget. Examples, PECO (including Sum-of-Digits) and CITF. Reference Board reg 14.003(12)(d). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.
- 5) *Non-Appropriated Projects* - this category includes all university FCO projects that have not directly or indirectly used funds appropriated by the State. Examples include private donations, athletic revenues, federal grants, housing/parking revenue bonds, etc. Reference Board reg 14.003(2)(e). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.
- 6) In light of the definition of "board" (s. 1013.01, F.S.), the requirements of s. 1031.61, F.S., the FCO Budget does not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership.

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance, and Facilities Report
Thursday, September 12, 2024
Agenda Item: IV

Subject: South Central Utility Plant – Additional Contract Authority

Rationale/Summary:

This agenda item seeks board approval and authorization for the President to execute the necessary contracts and agreements between the University and the Construction Manager, RAM Construction & Development, LLC, for additional spending authority not to exceed \$1,600,000.

The Board of Trustees previously approved contract authority at the May 29, 2024, meeting for this project not to exceed \$8 million. Additional funds are required based on bids received and alternate bid items included in the solicitation. These additional funds will be funded using the infrastructure funds previously allocated to the university.

The construction documents have been completed to construct a new South Central Utility Plant to expand the chilled water distribution to the southern portion of the University campus. The Plant will be located east of the current Multi-Purpose Recreation Center, housed in a metal building, and initially include an 1100-ton chiller, hot-water boilers, pumps, piping, and electrical systems. Future scopes of work include additional wells, piping, isolation valves, and new underground distribution systems initially serving the existing Recreation Center and new residence halls.

Recommendation: We recommend that the Board of Trustees approve and authorize the President to execute the necessary contracts and agreements with RAM Construction & Development, LLC for additional spending authority, not to exceed \$1,600,000. These contracts will be executed after the Board's approval and review and comments by the Office of General Counsel.

Attachments: No

FLORIDA **A&M** UNIVERSITY
Board of Trustees
ACTION ITEM

Budget, Finance and Facilities Report

Thursday, September 12, 2024

Agenda Item: V

Subject: Approval of Campus Development Agreement

Rationale/Summary:

This agenda item seeks board approval and authorization for the President to execute the necessary contracts and agreements between Florida A&M University and The City of Tallahassee for the Florida A&M University 2020-2030 Campus Development Agreement per Florida Statute 1013.30.

The Board of Trustees approved the 2020-2030 Campus Master Plan Update at the October 12, 2023, meeting. After the approval of the Campus Master Plan, the University must enter into a Campus Development Agreement with the Host Community – the City of Tallahassee. On August 21, 2024, the 2020-2030 Florida A&M University Campus Master Plan and Campus Development Agreement were presented to the City of Tallahassee Commission for the first of two required public hearings. The second public hearing is scheduled for September 25, 2024.

Recommendation: We recommend that the Board of Trustees approve and authorize the President to execute the necessary contracts and agreements between Florida A&M University and The City of Tallahassee, approving the Florida A&M University 2020-2030 Campus Development Agreement in accordance with Florida Statute 1013.30. These contracts will be executed after the Board's approval and review by the Office of General Counsel.

Attachments: Yes.

1. Campus Development Agreement

CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA A&M UNIVERSITY
AND THE CITY OF TALLAHASSEE

THIS AGREEMENT is made and entered into this ____ day of 2024, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (herein referred to as the "City") and FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES (hereinafter referred to as "the University").

W I T N E S S E T H:

WHEREAS, Florida A&M University is a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City of Tallahassee, and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes; and

WHEREAS, the University has prepared and adopted an update to the campus master plan for the University in compliance with the requirements set forth in Subsections 1013.30, Florida Statutes; and

WHEREAS, upon adoption of the campus master plan by the University, the University and City are required to enter into a campus development agreement; and

WHEREAS, the campus development agreement determines the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation; and

WHEREAS, the campus development agreement identifies any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute; and

WHEREAS, the campus development agreement identifies all improvements to facilities or services which are necessary to eliminate these deficiencies; and

WHEREAS, the campus development agreement identifies the University's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

2.1 The term "Campus Master Plan" means the Florida Agricultural and Mechanical University Comprehensive Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes.

2.2 The term "Comprehensive Plan" means the City of Tallahassee - Leon County Comprehensive Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3187, Florida Statutes.

2.3 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.

2.4 The term "development" means the carrying out of any building activity, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.

2.5 The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.

2.6 The term "public facilities and services" means potable water, sanitary sewer, solid waste, some drainage/stormwater management, parks and recreation, roads, and public transportation facilities.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in section 1013.30 (11)-(15), Florida Statutes. It is the intent of the University and the City to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

4.0 GENERAL CONDITIONS

4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the University and the City.

4.2 The University represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the University.

4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been approved by the City and having been the subject of one or more duly noticed public hearings as required by law; and does not violate any other Agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject.

4.4 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.

4.5 Except as specifically referenced in the Campus Master Plan Update "General Infrastructure Element" or herein, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement. It shall be the responsibility of the University to ensure that all construction projects on the campus, as shown in Exhibit "A", are consistent with the City of Tallahassee land development regulations that implement the Comprehensive Plan and comply with the goals, objectives, and policies of the Master Plan "General Infrastructure Element" Stormwater Management Sub-Element and all applicable statutory requirements for permit review with the Northwest Florida Water Management District.

4.6 In the event that all or a portion of a project listed in the Campus Master Plan and Exhibit "A" to this Agreement should be destroyed by a fire, storm, or other force majeure, the University, its grantees, successors and assigns, shall have the right to rebuild and/or repair the project, so long as the project is rebuilt to the same size and footprint as the destroyed project. The time periods for rebuilding or repair shall be automatically extended so long as there is strict compliance with this Agreement.

4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. Notwithstanding this paragraph, the parties acknowledge that the adopted Campus Master Plan, as may be amended, and various interlocal

agreements, none of which is incorporated into this Agreement, may be related to the same topics that are the subject matter of this Agreement. This Agreement is supplemental to those documents, and is not intended to replace them in any manner.

4.8. Upon execution of this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted Campus Master Plan, may proceed without further review by the City so long as such campus development is in accordance with the terms of this Agreement and the Campus Master Plan.

4.9 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2030, unless extended by the mutual consent of the University and the City, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within is identified in Exhibit "B", attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement:

7.1 Stormwater runoff from the campus is directed into three primary conveyance systems: the St.

Augustine Branch, the Central Drainage Ditch, and East Drainage Ditch. The portion of the St. Augustine Branch adjacent to the northern boundary of the University campus is a pair of concrete box culverts that route through the Capital Cascades Trail Segment 3 stormwater facility and discharge into the Central Drainage Ditch approximately one mile downstream. Additional runoff to the Central Drainage Ditch reaches its outfall through a network of storm drain pipes ultimately discharging into the Central Drainage Ditch near the intersection of Mill Street and Kissimmee Street. The East Drainage Ditch exits the campus under Orange Avenue and flows southwest for approximately two miles before discharging into Munson Slough. These conveyances ultimately discharge to Lake Munson. University stormwater basins 1, 2, 3, and 5 all drain to the St Augustine Branch. Stormwater basins 4 and 6 drain to the Central Drainage Ditch, and basin 7 drains to the East Drainage Ditch.

7.2 A network of looped water mains provides the potable water and fire protection needs for the University. The north section of the University is served by four primary loops. In addition,

there are three sub-loops within the confines of the primary loops that serve the north section of the University campus. The south section of the University is served by two primary loops. The majority of the potable water distribution system consists of six- inch and eight-inch cast iron pipe, with the exception of the ten-inch piping along Wahnish Way and along the north section of the campus, and the 12-inch piping along a portion of Adams Street. Water Distribution system ownership, maintenance and operation responsibilities are further stated in Section 11.2 of this Campus Development Agreement.

7.3 The sewer collection system at the University consists of a series of gravity sewer lines that ultimately connect to the City's regional sewer collection system. The campus is serviced through seven mini-sewer collection systems. Six of these systems service the north section of the campus and one services the south section. The City provides sewage treatment and disposal services. Sanitary Sewer Collection system ownership, maintenance and operation responsibilities are further stated in Section 11.3 of this Campus Development Agreement.

7.4 Solid waste (trash) is collected in dumpsters located throughout the campus and either recycled or transported to the Leon County Landfill for disposal. The University is responsible for the collection and disposal of yard waste, bulk and electronics.

7.5 The University is responsible for the operation and maintenance of all recreation and open space facilities on campus. The University has designated 153 acres for recreational, athletics, and open space uses and another 43 acres for conservation uses on the campus, and presently maintains approximately 128 acres of recreational, athletics, and open space uses.

7.6 The following on-campus transportation facilities have been designated as part of the regional roadway network: South Adams Street (minor arterial), Gamble Street (major collector), Orange Avenue (minor arterial), Osceola Street (minor collector), ML King Jr. Boulevard (local street) and Wahnish Way (major collector). The following off-campus transportation facilities which service the University have been designated as part of the regional roadway network: South Adams Street (minor arterial), Gamble Street (major collector), Monroe Street (principal arterial), Orange Avenue (minor arterial), and Wahnish Way (major collector).

7.7 StarMetro provides bus service on the University campus via the Venom Express. Transit service throughout Tallahassee is provided via regular StarMetro routes serving the campus.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE CITY

8.1 The Comprehensive Plan establishes the following level of service standards for drainage/stormwater management facilities:

County wide

(a) The design and water quality standards as set forth in Chapters 62-330, Florida Administrative Code, as the same may be amended from time to time, are adopted as the level of service for drainage/stormwater quality. Local government may set higher minimum levels of treatment in watersheds where investigation and analysis indicate more stringent levels of service are required.

(b) Drainage/stormwater management systems shall be adequate to provide the following level of service with regard to flood control:

100-year critical storm event

No flood water in new buildings or existing buildings.

Overland flow capacity available for all flow in excess of capacity of underground and open channel conveyance systems.

25-year or less critical storm event

No flood water more than 6 inches deep in local roads, parking lots, or other non-street vehicular use areas.

No flood water in one driving lane each direction of collector streets. No flood water in two driving lanes each direction of arterial streets.

Open channel conveyance available for all flow in excess of capacity of underground conveyance systems, or for full 25-year storm flow if no underground conveyance system exists.

The rate of offsite discharge shall not exceed the pre-development rate of discharge.

10-year or less critical storm event

No flood water in one driving lane of local roads.

No flood water in driving lanes in any road other than a local road. Underground conveyances not overflowing in business and commercial districts.

5-year or less critical storm event

No flood water in one driving lane of any roadways.

Underground conveyances not overflowing in residential districts.

(c) These are adopted levels of service and shall be used as the basis for determining the availability of facility capacity and the system demand generated by development. In instances where an off-site deficiency exists at the time of adoption of this policy such deficiency shall not be increased as a result of any development or land use change.

8.2 The Comprehensive Plan establishes the following level of service standards for potable water facilities in the urban service area:

a. 160 gallons per capita per day for average daily demand

b. In the design of water production, storage, and distribution facilities, appropriate peak and fire flow factors shall be utilized.

8.3 The Comprehensive Plan establishes the following level of service standards for sanitary sewer facilities:

a. The LOS for sanitary sewer systems shall be as published in the Recommended Standard for Wastewater Facilities as referenced in 62-604.300 (5) (g) Florida Administrative Code.

b. In the design of sewer collection, pumping, treatment, and effluent disposal facilities, appropriate peak factors shall be utilized. This is the adapted level and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

8.4 The Comprehensive Plan establishes the following level of service standard for solid waste:

(1) The level of service (LOS) for solid waste is measured in pounds/capita/day as follows:

YEAR	LOS	YEAR	LOS
2020	7.40	2026	7.40
2021	7.40	2027	7.40
2022	7.40	2028	7.40
2023	7.40	2029	7.40
2024	7.40	2030	7.40
2025	7.40		

(2) One year of Class I landfill lined cell disposal capacity at present fill rates.

(3) Five years of Class I landfill capacity with preliminary permit approval from the Florida Department of Environmental Protection.

(4) Ten years of properly zoned Class I landfill raw land capacity at present fill rates.

(b) Private solid waste disposal facilities: Same as local government.

8.5 The Comprehensive Plan establishes the following level of service standard for parks, open space, and recreational facilities:

(a) Tallahassee parks and recreation facilities:

- (1) Regional park land: 4 acres per 1,000 population includes City operation of County-owned Tom Brown Park
- (2) Area park land: 1 acre per 1,000 population
- (3) Recreation facilities are included in the cost of park land

(b) Leon County parks and recreation facilities:

- (1) Regional parkland: 8 acres per 1,000 population
- (2) Area park land: 1 acre per 1,000 population

8.6 The Comprehensive Plan establishes the following level of service standards for State and local arterial and collector roads:

(a) The peak hour roadway level of service for the City of Tallahassee and Leon County is established as follows:

Functional Classification	Inside the USA	Outside the USA
Interstate, Intrastate, Limited Access Parkways	C	B
Principal Arterials	D	C
Minor Arterials	D / E*	C
Major and Minor Collectors	D / E*	C
Local Streets	D	D

*For Minor Arterials, and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the Level of Service shall be "D" for purposes of establishing priorities for programming transportation improvements, and "E" for meeting concurrency requirements, to support the Southern Strategy. Roads north of U.S. 90 shall be LOS D for both programming improvement and concurrency purposes.

8.7 The Comprehensive Plan establishes the following level of service standards for public transportation/mass transit:

- (a) For purposes of evaluating transit level of service over the Plan Horizon, the local government should expand coverage with a goal of serving 80 to 89 percent of the residential population within the Urban Service Area by a transit route along an arterial or collector roadway within approximately ½ mile.

(b) Within the Multimodal District. The Comprehensive Plan establishes the following level of service standards and performance targets.

MMTD Area-wide Multimodal Level of Service Standards and Performance Targets. In order to create community design that supports mobility, the following performance standards are established for the Multimodal Transportation District.

Areawide Multimodal Level of Service Standards (Pursuant to F.S. 163.3180(15)(c))			
Pedestrian	Transit	Bicycle	Automobile
C	C	D	E+50%

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE UNIVERSITY AND SERVICE PROVIDERS

The University has entered into the following financial arrangements with the City for the provision of public facilities and services necessary to support the continued growth and development of the University campus:

- 9.1. The University pays a monthly charge to the City for the provision of potable water service to the campus.
- 9.2. The University pays a monthly charge to the City for the provision of sanitary sewer service to the campus.
- 9.3. The University pays a monthly charge to the City for the collection and disposal of solid waste on the campus. The University is responsible for the collection and disposal of yard waste, bulk, and electronics.
- 9.4. The University pays a monthly utility service fee to the City for storm water management that occurs after water leaves the applicable treatment facility.
- 9.5. There are no financial arrangements between the University and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6. The University has established an agreement with StarMetro for the provision of "fare-free" public transit facilities and services to the University campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 The University and the City agree that the development proposed in the adopted Campus Master Plan will either cause or contribute to deficiencies in public stormwater management facilities below the level of service standards adopted by the City.

10.2 The University and City agree that development proposed in the adopted Campus Master Plan and in Exhibit "A" will not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the City.

10.3 The University and City agree that development proposed in the adopted Campus Master Plan and in Exhibit "A" will not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the City.

10.4 The University and City agree that development proposed in the adopted Campus Master Plan will not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the City.

10.5 The University and City agree that development proposed in the adopted Campus Master Plan will not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the City.

10.6 The University and City agree that development identified in the adopted Campus Master Plan and in Exhibit "A" will not cause or contribute to level-of-service deficiencies for any roadway segment that the City monitors for compliance with concurrency regulations. Traffic operational impacts of individual projects may need to be reviewed to determine impacts to traffic safety and operations.

10.7 The University and City agree that no road segments, identified as part of regional roadway system will be closed as a result of the approval of the campus master plan without a traffic impact analysis being performed and approved by the City of Tallahassee and CRTPA and subsequent approval of a traffic impact mitigation plan by the same.

10.8 The University and City agree that there are no current formalized plans to expand the campus boundary into the existing Bond neighborhood or to construct parking garages impacting residential areas.

10.9 The University will be responsible for ensuring that all new roadway improvements will be designed to accomplish the bicycle and pedestrian goals established in the Comprehensive Plan.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet the City's concurrency requirements, the construction of the following off-campus improvements shall be required:

11.1 The University and City agree that the mitigation of the stormwater impacts from existing and proposed development identified in the adopted Campus Master Plan and Exhibit "A" require stormwater infrastructure. The University and the City agree that the University will address the stormwater impacts through the mitigation provisions specified in Section 12.1.

11.2 An updated water and sewer analysis is required to address existing potable water capacity and impacts from the proposed campus development, to identify any improvements which are required to maintain level of service standards for potable water facilities. By or before December 31, 2024, the University will provide water and sewer flow data for the proposed campus developments listed in Exhibit A. The water and sewer flow data is necessary for the City to determine the capacity of the water and sewer infrastructure necessary provide potable water to serve the developments. The University has provided water and sewer flow data for the projects listed in the Phase 1 Water and Sewer Master Plan Report dated May 2024. Any improvements in water and sewer infrastructure shall be provided in accordance with the Tallahassee Code and City of Tallahassee policies governing utility service and infrastructure. The parties acknowledge that in the event that the impacts of the proposed campus development require improvements to or the construction of additional water and sewer infrastructure, the construction of such improvements or additional infrastructure may require significant planning, engineering or time for construction.

11.3 An updated water and sewer analysis is required to address existing sanitary sewer capacity and impacts from the proposed campus development, to identify any improvements which are required to maintain level of service standards for sanitary sewer facilities. By or before December 31, 2024, the University will provide water and sewer flow data for the proposed campus developments listed in Exhibit A. The water and sewer flow data is necessary for the City to determine the capacity of the water and sewer infrastructure necessary provide sanitary sewer to serve the developments. The University has provided water and sewer flow data for the project listed in the Phase 1 Water and Sewer Master Plan Report dated May 2024. Any improvements in water and sewer infrastructure shall be provided in accordance with the Tallahassee Code and City of Tallahassee policies governing utility service and infrastructure. The parties acknowledge that in the event that the impacts of the proposed campus development require improvements to or the construction of additional water and sewer infrastructure, the construction of such improvements or additional infrastructure may require significant planning, engineering or time for construction.

11.4 The University and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The University and City further agree that no off-campus solid waste improvements need be provided.

11.5 The University and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The University and City further agree that no off-campus open space and recreation improvements need be provided.

11.6 The University and City agree that all impacts from prior agreements dated March 15, 2007, May 17, 2004, and August 16, 2001 have been appropriately mitigated, in accordance with the finding of no deficiencies in Section 10.6 of this agreement, no off-campus transportation concurrency improvements are required. Projects from such prior agreements that are not constructed, but have been mitigated, are projects for which capacity is reserved, and are included in Exhibit A.

11.7 The University will assure that all new roadway improvements are designed and constructed to accomplish the bike and pedestrian goals established in the Comprehensive Plan.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following assurances are to address University's fair share mitigation of impacts to off-campus public facilities and services attributable to development identified in the Campus Master Plan and Exhibit "A":

12.1 The University will address stormwater management on-site for development projects identified in the Campus Master Plan and Exhibit "A". At some later date, if the City has capacity available in a stormwater pond, the University can acquire capacity and abandon its on-site stormwater management. The University will be responsible for conveying its stormwater to the facility. If the City provides conveyance for the University, the cost of conveyance will be in addition to the cost of the pond capacity.

(a) The University will prevent impacts to public facilities from proposed development within the FAMU campus by constructing stormwater facilities for attenuation, treatment and/or conveyance. Stormwater facilities for each new development project shall be built at the time construction of the new project starts. All stormwater facilities to address proposed development shall comply with the stormwater infrastructure standards established in the goals, objectives, and policies in the General Infrastructure Element of the Campus Master Plan. The University will provide project details and plans to the City on a project-by-project basis to assure compliance with such standards.

(b) The University is responsible for addressing applicable permit or infrastructure requirements, if any, from agencies other than the City.

12.2 The University and the City agree that required off-site potable water improvements will be indicated in the updated FAMU Water & Sewer Utilities Analysis. Any improvements in water and sewer infrastructure shall be provided in accordance with the Tallahassee Code and City of Tallahassee policies governing utility service and infrastructure.

12.3 The University and the City agree that required off-site sanitary sewer improvements will be indicated in the updated FAMU Water & Sewer Utilities Analysis. Any improvements in water and sewer infrastructure shall be provided in accordance with the Tallahassee Code and City of Tallahassee policies governing utility service and infrastructure.

12.4 The University and the City agree that no off-campus solid waste improvements are required for the development identified in Exhibit "A."

12.5 The University and the City agree that no off-campus parks and recreation improvements are required for the development identified in Exhibit "A."

12.6 The University and the City agree that no transportation concurrency mitigation or improvements are required for the development identified in Exhibit "A."

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 The University is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in Exhibit "A", which is incorporated herein by this reference.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the Campus Master Plan, adopted on (INSERT DATE) by the FAMU Board of Trustees.

13.3 The City agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Exhibit "A" for the duration of this Agreement. The University shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12 of this Agreement.

13.4 The City acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit "B". The City also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the University to meet concurrency requirements and/or to prevent development identified in Exhibit "A" from going forward in accordance with its established timetable of development.

14.0 APPLICABLE LAWS

14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.

14.2 If state or federal laws are enacted subsequent after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 This Agreement may be amended in conjunction with the five-year Campus Master Plan update, as required by Subsection 1013.30(3). Amendments to this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30(19), Florida Statutes.

15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22 of this Agreement.

15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

15.4 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The City finds that this Agreement and the proposed development provided for herein are consistent with the City's adopted Comprehensive Plan.

17.0 ENFORCEMENT

In accordance with Subsection 1013.30(20), Florida Statutes, any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

18.1 In the event of a dispute arising from the implementation of this Agreement, the provisions of Subsection 1013.30(17), Florida Statutes, shall govern the resolution of the dispute.

19.0 MONITORING AND OVERSIGHT

19.1 The City may, upon request, review all relevant information concerning development on the University campus to verify that the terms of this Agreement are satisfied. The City may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

19.2 Both parties agree to endeavor to hold regular quarterly meetings between the University Office of Facilities, Planning, Construction, and Safety staff, City of Tallahassee Growth Management and Utilities/Public Works staff, and other staff or officials as may be needed to maintain an updated FAMU Master Site Plan. For each meeting, University staff will provide an up to date Site Plan with current and near-term projects with a facility inventory, and City staff will provide details on all available capacity to serve facilities based on current known demand and level of service requirements.

19.3 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

19.4 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 FILING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land-planning agency by the University within 14 days after execution.

22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods: By personal service or delivery; by registered or certified mail; or by deposit with an overnight express delivery service.

22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice:

Florida Agricultural and Mechanical University:

Office of Facilities Planning and Construction
c/o Craig A. Talton, Assoc. AIA, CCP
Director of Facilities Planning and Construction
2400 Wahnish Way, Suite 100
Tallahassee, Florida 32307

With a copy to:

Facilities, Planning, Construction, and Safety
Florida Agricultural and Mechanical University
Tallahassee, Florida 32307

City of Tallahassee:

Hon. John Dailey, Mayor
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

With a copy to:

Reese Goad, City Manager
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A"-- 2020-2030 Master Plan Update Projects (Table)

Exhibit "B" -- Context Area Map and Legal Description (Graphic and Written)

Exhibit "C" -- Final Master Plan

Exhibit "D" -- Drainage Basins on Florida A&M Campus

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT WITH INTENT TO BE LEGALLY BOUND:

FLORIDA A&M UNIVERSITY
BOARD OF TRUSTEES

Timothy L. Beard, Ph.D., President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by Larry Robinson as President of Florida A&M University, who is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____

CITY OF TALLAHASSEE

By: _____
John E. Dailey
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

By: _____
Amy M. Toman
City Attorney

Exhibit A

EXHIBIT A - FLORIDA A&M UNIVERSITY - DEVELOPMENT AUTHORIZED BY THE AGREEMENT AND FOR WHICH CAPACITY IS RESERVED

ITEM	UNIT TYPE	EXISTING AMOUNT	ADDITIONAL AMOUNT AUTHORIZED*	TOTAL AMOUNT
TOTAL BUILDING AREA	GSF	3,353,038	487,000	3,840,038
TOTAL PARKING ¹	Spaces	6,127	0	6,127
TOTAL IMPERVIOUS	AC	125	5	130
STUDENTS ²	Headcount	8,841	1,759	10,600
HOUSING ³	Beds	3,781	199	3,980

1 – Existing Amount of parking spaces identified above includes previously authorized spaces consisting of existing spaces and not yet constructed spaces.

2 – Existing Amount of students as of 2020. Additional Amount Authorized is through 2030 and subject to approval by the Florida Board of Governors.

3 – Existing Amount of housing facilities beds identified above includes previously authorized beds consisting of existing beds, offline beds, and not yet constructed beds.

ID	2020-2030 AUTHORIZED FACILITIES (NEW CONSTRUCTION OR ADDITIONAL GSF TO AUTHORIZED FACILITIES - UNBUILT)	GROSS SQUARE FEET
-	Infrastructure – Central Plan Improvements	7,000
E2	Housing Phase 1 B (800 Beds)	350,000
E3	Housing Phase 2 A (500 Beds)	130,000
	Total:	487,000

ID	2020-2030 AUTHORIZED FACILITIES (DEMOLITION)	GROSS SQUARE FEET
(074)	Dyson Pharmacy Building Demolition	-53,614
(111-114)	Benjamin Banneker Complex Demolition	-80,564
(72, 165-167)	Old DRS High School Gym/Transitional Classrooms/Offices/Labs Demolition	-36,336
	Total:	-170,514³

3 – For projects demolished, FAMU will retain the gross square feet and parking spaces included in the 'Existing Amount' table above.

ID	2015-2025 AUTHORIZED FACILITIES (NEW CONSTRUCTION OR ADDITIONAL GSF TO AUTHORIZED FACILITIES - UNBUILT)	GROSS SQUARE FEET
E1	Housing Phase 1 B	178,000
	Total:	178,000

5 - 2015 – 2025 Authorized Facilities (New Construction or Additional GSF to Authorized Facilities – Unbuilt) gross square feet, beds, and parking spaces are included in the 'Existing Amount' table above.

ID	2015-2025 AUTHORIZED FACILITIES (NEW CONSTRUCTION OR ADDITIONAL GSF TO AUTHORIZED FACILITIES - BUILT)	GROSS SQUARE FEET
451 461	Housing Phase 1 A	178,000
467	Dining Hall Student Services Center	7,000
325	Student Affairs Building / CASS	32,847
	Total:	217,847

6 - 2015 – 2025 Authorized Facilities (New Construction or Additional GSF to Authorized Facilities – Built) gross square feet and parking spaces are included in the ‘Existing Amount’ table above.

ID	2010-2020 AUTHORIZED FACILITIES (NEW CONSTRUCTION OR ADDITIONAL GSF TO AUTHORIZED FACILITIES – UNBUILT)	GROSS SQUARE FEET
325	Student Affairs Building / CASS	16,841
O	Computer Information Systems Building	119,250
P	Arts and Sciences Teaching Facility	123,900
-	Social Sciences Complex	69,720
467	Dining Hall	1,000
300 305	Bragg Stadium Complex	96,465
049	Coleman Library Phase III	62,250
	Total:	529,273

7 - 2010 – 2020 Authorized Facilities (New Construction or Additional GSF to Authorized Facilities – Unbuilt) gross square feet and parking spaces are included in the ‘Existing Amount’ table above.

ID	2015-2025 AUTHORIZED FACILITIES (RENOVATIONS / BUILDOUT / REMODEL - UNBUILT)	GROSS SQUARE FEET
-	Classroom Technology – Distance Learning Upgrades (Remodel)	28,800
001	Lee Hall Auditorium Renovations	50,052
F 075	Chemical & Biological Research (Interior Buildout)	34,458
054	Foote-Hilyer Ground and 1st Floor Re-purpose (Remodel)	33,600
J 561-562	Navy ROTC – Perry-Paige Re-purpose (Remodel)	54,393
	Total:	201,303

8 - 2015 – 2025 Authorized Facilities (Renovations / Buildout / Remodel – Unbuilt) gross square feet and parking spaces are included in the ‘Existing Amount’ table above.

ID	2010-2020 AUTHORIZED FACILITIES (RENOVATIONS / BUILDOUT / REMODEL)	GROSS SQUARE FEET
S 058 (P 058)	ARMY ROTC – HOWARD HALL RE-PURPOSE (REMODEL)	22,158
J 561-562	NAVY ROTC – PERRY-PAIGE RE-PURPOSE (REMODEL)	10,500
	Total:	170,722

9 - 2010 – 2020 Authorized Facilities (Renovations / Buildout / Remodel – Unbuilt) gross square feet and parking spaces are included in the ‘Existing Amount’ table above.

FAMU 2020-2030 Master Plan Update
Development Authorized by the Agreement
and for which Capacity is Reserved
Campus Development Agreement

2

December 2023
BR-352

Exhibit B

EXHIBIT "B" - FLORIDA A&M UNIVERSITY LEGAL DESCRIPTION - MAIN CAMPUS

Main Campus:

Begin at a point of intersection of the extend south boundary line of Eugenia Street and the east boundary line of Wahnish Way (formerly Railroad Avenue) said point being thirty (30) feet south of and thirty (30) feet east of the northeast corner of the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 1, Township-1-South, Range-1-West, thence run north along said east boundary line of Wahnish Way four hundred and seventy-five (475) feet plus or minus, to the intersection of the south boundary line of Canal Street, thence run in a southeasterly and easterly direction along said south boundary line of Canal Street one thousand, two hundred and eighty-five (1,285) feet plus or minus to the west boundary line of Martin Luther King, Jr. Boulevard (formerly South Boulevard), thence run south along said west boundary line of Martin Luther King, Jr. Boulevard one thousand, two hundred and three (1,203) feet plus or minus, thence run east three hundred and sixty-three (363) feet plus or minus to the west boundary line of Bronough Street, thence run south along said west boundary line of Bronough Street four hundred and eighty (480) feet plus or minus to the south boundary line of Adams Street one thousand, two hundred and eighty (1,280) feet plus or minus to the north boundary line of Barbourville Drive, thence run along said north boundary line of Barbourville Drive N.80°W-142.28 feet, thence run north 239.9 feet, thence run N88°30'W-210.7 feet, thence run N.14°14'E-26.8 feet, thence run N88°37'W-218.5 feet, thence run north 187.4 feet, thence run west 555.05 feet to the aforementioned west boundary line of Martin Luther King, Jr. Boulevard, thence run south along said west boundary line of Martin Luther King, Jr. Boulevard eight hundred and ninety (890) feet plus or minus to a point where said Martin Luther King, Jr. Boulevard widens, thence run west five (5) feet, thence continue south along said west boundary line of Martin Luther King, Jr. Boulevard fifty (50) feet plus or minus, thence run west one hundred and sixty (160) feet plus or minus, thence run south one hundred and twenty (120) feet plus or minus to the north boundary line of Osceola Street, then run west along said north boundary line of Osceola Street four hundred and ten (410) feet plus or minus, thence run south one hundred and ninety (190) feet plus or minus, then run east three hundred and thirteen (313) feet plus or minus, thence run south fifty-nine (59) feet plus or minus, then run east 315.5 feet plus or minus to the aforementioned west boundary line of Martin Luther King, Jr. Boulevard, thence run south along said west boundary line of Martin Luther King, Jr. Boulevard four hundred and fifty-one (451) feet plus or minus to a point on the south boundary line of aforementioned Section 1, T-1-S; R-1-W (same line being the north boundary line of Section 12, T-1-S; R-1-W), thence run east along said section line one thousand and ninety-five (1,095) feet plus or minus to the aforementioned west boundary line of Adams Street, thence run southerly along said west boundary line of Adams Street two thousand, six hundred and forty (2,640) feet plus or minus to the north boundary line of Orange Avenue, thence run west along said north boundary line of Orange Avenue nine hundred (900) feet plus or minus, thence run south three hundred and fifty (350) feet plus or minus, thence run east one hundred and sixty-five (165) feet plus or minus to a point on the east boundary line of the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of aforementioned Section 12, T-1-S; R-1-W, thence run south along said boundary line of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, five hundred and ten (510) feet plus or minus, thence run west nine hundred and seventy-nine (979) feet, thence run north two hundred and fifty (250) feet to a point on a drainage ditch, thence run northwesterly along said ditch three hundred and forty-five (345) feet plus or minus to the aforementioned east boundary line of Wahnish Way, thence run north along said east boundary of Wahnish Way one hundred and eighty-three (183) feet plus or minus, thence run east three hundred and fifty (350) feet plus or minus, thence run north three hundred and ninety-five (395) feet plus or minus to the aforementioned north boundary of Orange Avenue, then run west along said north boundary line of Orange Avenue three hundred and fifty (350) feet plus or minus, to the aforementioned east boundary line of Wahnish Way, thence run north along said east boundary line of Wahnish Way one thousand, four hundred and fifty (1,450) feet plus or

minus, thence run west one thousand, three hundred and fifty-five (1,355) feet plus or minus to the west boundary line of aforementioned section to the northwest corner of Section 12, T-1-S; R-1-W, thence run north along said west boundary line of Section 12, one thousand, one hundred and sixty (1,160) feet plus or minus to the northwest corner of said Section 12, thence run east along the north boundary of said Section 12 (same line being south boundary line of aforementioned Section 1) one thousand, three hundred and ninety-five (1,395) feet plus or minus to the said east boundary of Wahnish Way, thence run north along said east boundary of Wahnish Way six hundred and fifty-eight (658) feet plus or minus to the south boundary line of aforementioned Osceola Street, thence run west along said south boundary line of Osceola Street twenty-five (25) feet, thence run north along said east boundary line of Wahnish Way six hundred and sixty-seven (667) feet plus or minus to the extended north boundary line of Okaloosa Street, thence run west along said south boundary line of Osceola Street twenty-five (25) feet, thence north along said east boundary line of Wahnish Way six hundred and sixty-seven (667) feet plus or minus to the extended north boundary line of Okaloosa Street, thence run west along said north boundary line of Okaloosa Street one thousand and thirty-five (1,035) feet plus or minus to the east boundary line of Perry Street, thence run northerly along said east boundary line of Perry Street two thousand, six hundred and ten (2,610) feet plus or minus to the aforementioned south boundary line of Eugenia Street, thence run east along said north boundary line of Eugenia Street one thousand and ninety (1,090) feet plus or minus to the point of beginning less and except all rights-of-way for streets, roads and easements.

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY
(CITIVUE APARTMENTS)

Commence at the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, Township 1 South, Range 1 West, thence run West 50 feet to a concrete monument marking the Point of Beginning.

From said Point of Beginning thence run North 89 degrees 20 minutes 55 seconds West along the Northerly boundary of Eugenia Street a distance of 420.16 feet to an iron rod (#4664). Thence run North 00 degrees 18 minutes 08 seconds East 210.01 feet to an iron rod (#4664), thence run North 00 degrees 34 minutes 35 second East 306.14 feet to a point on the Southerly boundary of the city of Tallahassee drainage ditch (Deed Book 18, Page 153), thence run South 85 degrees 46 minutes 43 seconds East 211.40 feet to a tee-iron, thence run South 00 degrees 46 minutes 50 seconds West 293.76 feet to a concrete monument, thence run South 89 degrees 31 minutes 43 seconds East 212.23 feet to an iron rod (#732) on the Westerly boundary of Wahnish Way, thence run South 00 degrees 50 minutes 42 seconds West 209.89 feet to the Point of the Beginning.

Less and except all that part of the above described property lying within the following described boundaries as taken by stipulated Order of Taking and Final Judgment recorded in Official Records Book 4441, Page 1314 and re-corded in Official Records Book 4591, Page 1586.

Parcel No. 155

That part of:

Commence at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 1 West, thence run West 50 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING then run North 89 degrees 20 minutes 55 seconds West along the Northerly boundary of Eugenia Street a distance of 420.16 feet to an iron rod (#4464), thence run North 00 degrees 18 minutes 08 seconds East 210.01 feet to an iron rod (#4464), thence run North 00 degrees 34 minutes 35 seconds East 306.14 feet to a point on the Southerly boundary of the City of Tallahassee drainage ditch (Deed Book 18, Page 153), thence run South 85 degrees 46 minutes 43 seconds East 211.40 feet to a tee-iron, thence run South 00 degrees 46 minutes 50 seconds West 293.76 feet to a concrete monument, thence run South 89 degrees 31 minutes 43 seconds East 212.23 feet to an iron rod (#732) on the Westerly boundary of Wahnish Way, thence run South 00 degrees 50 minutes 42 seconds Wet 209.89 feet to the POINT OF BEGINNING.

Lying within the following described boundaries: Commence at a found concrete monument marking the Southeast corner of Wise Subdivision as per map or plat recorded in Plat Book 3, Page 23 of the Public Records of Leon County, Florida, thence North 000 degrees 16 minutes 51 seconds West along the East boundary of said Wise subdivision a distance of 221.28 feet to a found iron rod and cap #4320 marking the Southwest corner of property described in Official Record Book 3536, Page 1059 (Parcel 2) of the Public Records of Leon County, Florida. Thence North 00

degrees 06 minutes 20 seconds West along the aforesaid East boundary a distance of 53.39 feet to a point lying on the centerline of construction at state 337+99.39, thence Easterly along said centerline as follows: South 88 degrees 48 minutes 26 seconds East 106.06 feet to a point of curve to the right, thence along said curve with a radius of 2000.00 feet, through a central angle of 3 degrees 27 minutes 57 seconds for an arc distance of 120.98 feet (the chord of said arc bears South 87 degrees 04 minutes 28 seconds East 120.98 feet) thence South 85 degrees 20 minutes 29 seconds East 254.29 feet to a point of curve to the left, thence along said curve with a radius of 2000.00 feet through a central angle of 2 degrees 59 minutes 19 seconds for an arc distance of 104.32 feet (the chord of said arc bears South 86 degrees centerline station 344+41.87 for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence; North 00 degrees 10 minutes 12 seconds East 91.41 feet to a found iron rod and cap LB#6590 lying on the South boundary of a City of Tallahassee Drainage Ditch as recorded in Deed Book 18, Page 153 of the Public Records of Leon County, Florida, thence South 86 degrees 11 minutes 29 seconds East along said South boundary 211.33 feet to a found T-iron marking the Northeast corner of property described in Official Record Book 2516, Page 712 of the Public Records of Leon County, Florida; thence South 00 degrees 12 minutes 52 seconds West along the East boundary of said property a distance of 33.23 feet to a found iron rod and cap City of Tallahassee survey point, thence South 00 degrees 21 minutes 42 seconds West along said East boundary 156.37 feet, thence leaving said East boundary, North 89 degrees 51 minutes 54 seconds West 210.35 feet to the West boundary of said property, thence North 99 degrees 10 minutes 12 seconds East along said West boundary 111.73 to the POINT OF BEGINNING.

1119 CONKLIN ST. #1

COMMENCE AT A POINT 675 FEET WEST AND 210 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA; THENCE NORTH 100 FEET; THENCE WEST 102.50 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE NORTH 50 FEET, THENCE WEST 102.50 FEET, THENCE SOUTH 50 FEET, THENCE EAST 102.50 FEET TO THE POINT OF BEGINNING. MORE PARTICULARLY DESCRIBED BY A SURVEY PREPARED BY BROWARD DAVIS & ASSOC., INC., JOB NUMBER 04-012: A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA; COMMENCE AT A "T" IRON LOCATED 675 FEET WEST AND 210 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1 AND RUN NORTH 00 DEGREES 22 MINUTES 11 SECONDS EAST, 100.00 FEET TO A 1/2 INCH IRON PIN LB#732; THENCE NORTH 89 DEGREES 57 MINUTES 09 SECONDS WEST, 103.35 FEET TO A 5/8 INCH IRON PIN #5509 FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 00 DEGREES 05 MINUTES 18 SECONDS EAST, 49.70 FEET TO A 5/8 INCH IRON PIN #5509, THENCE SOUTH 89 DEGREES 52 MINUTES 16 SECONDS WEST, 103.61 FEET TO A 5/8 INCH IRON PIN #5509 ON THE EAST RIGHT OF WAY BOUNDARY OF CONKLIN STREET, 40 FOOT RIGHT OF WAY; THENCE SOUTH ALONG SAID RIGHT OF WAY BOUNDARY, 50.00 FEET TO A 1/2 INCH IRON PIN LB #732; THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST, 103.54 FEET TO THE POINT OF BEGINNING.

1123 CONKLIN ST. #1

LOT 2: A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A "T" IRON LOCATED 675 FEET WEST AND 210 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, AND RUN NORTH 00 DEGREES 22 MINUTES 11 SECONDS EAST 50.00 FEET TO A 1/2 INCH IRON PIN LB#732 FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 00

DEGREES 22 MINUTES 11 SECONDS EAST 50.00 FEET TO A 1/2 INCH IRON PIN LB#732, THENCE NORTH 89 DEGREES 57 MINUTES 09 SECONDS WEST 103.35 FEET TO A 5/8 INCH IRON PIN #5509 THENCE SOUTH 89 DEGREES 42 MINUTE 07 SECONDS WEST 103.54 FEET TO A 1/2 INCH IRON PIN LB#732 ON THE EAST RIGHT OF WAY BOUNDARY OF CONKLIN STREET (40 FOOT RIGHT OF WAY), THENCE SOUTH ALONG SAID RIGHT OF WAY BOUNDARY 20.00 FEET TO A NAIL AND CAP LB#732 IN CONCRETE, THENCE NORTH 89 DEGREES 52 MINUTES 15 SECONDS EAST 135.00 FEET TO A 1/2 INCH IRON PIN LB#732, THENCE SOUTH 30.00 FEET TO A 1/2 IRON PIN LB#732, THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST 71.56 FEET TO THE POINT OF BEGINNING.

1131 Conklin St. #1

LOT 3 A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A "T" IRON LOCATED 675 FEET WEST AND 210 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, AND RUN NORTH 00 DEGREES 22 MINUTES 11 SECONDS EAST 50.00 FEET TO A 1/2 INCH IRON PIN (LB #732), THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST 71.56 FEET TO A 1/2 INCH IRON PIN (LB #732) THENCE SOUTH 30.00 FEET TO A 1/2 INCH IRON PIN (LB #732), THENCE SOUTH 89 DEGREES 52 MINUTES 15 SECONDS WEST 135.00 FEET TO A 1/2 INCH IRON PIN (LB #732) ON THE EAST RIGHT OF WAY BOUNDARY OF CONKLIN STREET (40 FOOT RIGHT OF WAY), THENCE SOUTH ALONG SAID RIGHT OF WAY BOUNDARY 20.03 FEET TO A 5/8 INCH IRON PIN (#5509), THENCE NORTH 89 DEGREES 51 MINUTES 54 SECONDS EAST 206.24 FEET TO THE POINT OF BEGINNING.

1135 CONKLIN ST. #1

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A "T" IRON LOCATED 675 FEET WEST AND 210 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, AND RUN NORTH 00 DEGREES 22 MINUTES 11 SECONDS EAST 50.00 FEET TO A 1/2 INCH IRON PIN LB#732, THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST 71.56 FEET TO A 1/2 INCH IRON PIN

LB#732 FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTH 30.00 FEET TO A ½ INCH IRON PIN LB#732, THENCE SOUTH 89 DEGREES 52 MINUTES 15 SECONDS WEST 135.00 FEET TO A ½ INCH IRON PIN LB#732 ON THE EAST RIGHT-OF-WAY BOUNDARY OF CONKLIN STREET (40 FOOT RIGHT-OF-WAY), THENCE NORTH ALONG SAID RIGHT-OF-WAY BOUNDARY 20.00 FEET TO A ½ INCH IRON PIN LB#732, THENCE NORTH 89 DEGREES 52 MINUTES 15 SECONDS EAST 65.00 FEET TO A ½ INCH IRON PIN LB#732, THENCE NORTH 10.00 FEET TO A ½ INCH IRON PIN LB#732, THENCE NORTH 89 DEGREES 52 MINUTES 15 SECONDS EAST 70.00 FEET TO A ½ INCH IRON PIN LB#732, THENCE SOUTH 30.00 FEET TO THE POINT OF BEGINNING.

SUMMIT V –

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF WISE SUBDIVISION, A SUBDIVISION AS PER MAP OR PLAT THEREOF, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 3, PAGE 23 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 00 DEGREES 05 MINUTES WEST ALONG THE EAST BOUNDARY OF SAID WISE SUBDIVISION A DISTANCE OF 193.50 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 05 MINUTES WEST ALONG SAID EAST BOUNDARY OF WISE SUBDIVISION AND A PROJECTION THEREOF A DISTANCE OF 189.84 FEET, THENCE RUN SOUTH 89 DEGREES 51 MINUTES EAST 206.30 FEET TO THE WEST RIGHT OF WAY OF CONKLIN STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES EAST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 189.84 FEET, THENCE LEAVING SAID WEST RIGHT OF WAY OF CONKLIN STREET RUN NORTH 89 DEGREES 51 MINUTES WEST A DISTANCE OF 206.91 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1 OF WISE SUBDIVISION, A SUBDIVISION AS PER MAP OR PLAT THEREOF, LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 3, PAGE 23, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE SOUTH 00 DEGREES 05 MINUTES WEST ALONG THE EAST

BOUNDARY OF SAID WISE SUBDIVISION A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00 DEGREES 05 MINUTES WEST ALONG SAID EAST BOUNDARY OF WISE SUBDIVISION AND A PROJECTION THEREOF A DISTANCE OF 54.50 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN THE MORTGAGE RECORDED IN VOLUME 512, PAGE 480, OF THE RECORDS OF SAID COUNTY, THENCE RUN SOUTH 89 DEGREES 51 MINUTES EAST 191 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY OF CONKLIN STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES EAST, ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 54.50 FEET, MORE OR LESS, TO A POINT WHICH LIES SOUTH 89 DEGREES 51 MINUTES EAST FROM THE POINT OF BEGINNING, THENCE LEAVING SAID WEST RIGHT OF WAY OF CONKLIN STREET RUN NORTH 89 DEGREES 51 MINUTES WEST A DISTANCE OF 191 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

SUMMIT VII –

604 EUGENIA ST.

A TRACT OF LAND LYING WITHIN THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 4317, PAGE 1003 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SET IRON ROD AND CAP CITY OF TALLAHASSEE 456 FEET WEST (DEED) OF THE CENTER OF RAILROAD AVENUE AND 32 FEET NORTH (DEED) OF THE CENTER OF EUGENIA STREET MARKING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN SAID OFFICIAL RECORD BOOK 4317, PAGE 1003 LYING ON THE NORTH RIGHT OF WAY BOUNDARY OF EUGENIA STREET, THENCE LEAVING SAID NORTH RIGHT OF WAY BOUNDARY RUN THENCE NORTH 0 DEGREE 08 MINUTES 57 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID PROPERTY A DISTANCE OF 210.23 FEET TO A FOUND RUBAR, THENCE RUN NORTH 0 DEGREES 10 MINUTES 12 SECONDS EAST ALONG SAID EAST BOUNDARY A DISTANCE OF 150.000 FEET, THENCE LEAVING SAID EAST BOUNDARY RUN THENCE NORTH 89 DEGREES 49 MINUTES 51 SECONDS WEST A DISTANCE OF 202.82 FEET TO THE WEST BOUNDARY OF SAID PROPERTY, THENCE RUN SOUTH 0 DEGREES 10 MINUTES 56 SECONDS WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 49.99 FEET TO A FOUND IRON ROD AND CAP LB#732, THENCE RUN SOUTH 0 DEGREES 17 MINUTES 22 SECONDS WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 99.94 FEET TO A FOUND T—IRON, THENCE RUN SOUTH 89 DEGREES

41 MINUTES 25 SECONDS EAST A DISTANCE OF 154.71 FEET TO A FOUND CRIMPED IRON PIPE 1 INCH, THENCE RUN SOUTH 0 DEGREES 07 MINUTES 40 SECONDS WEST A DISTANCE OF 209.90 FEET TO A FOUND IRON BAR LYING ON THE AFORESAID NORTH RIGHT OF WAY BOUNDARY OF EUGENIA STREET, THENCE RUN SOUTH 89 DEGREES 48 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY BOUNDARY OF EUGENIA STREET, THENCE RUN SOUTH 90 DEGREES 48 MINUTES 16 SECONDS EAST ALONG THE SOUTH BOUNDARY OF SAID PROPERTY AND SAID NORTH RIGHT OF WAY BOUNDARY A DISTANCE OF 49.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

LEGAL DESCRIPTION:

PROPERTY AS RECORDED IN OR BOOK 5, PAGE 96, LYING IN SECTION 1, TOWNSHIP 1, SOUTH, RANGE 1, WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION ONE, TOWNSHIP ONE, SOUTH, RANGE ONE WEST, DESCRIBED AS FOLLOWS: COMMENCING SIX HUNDRED AND SEVENTY-FIVE WEST OF THE SOUTHEAST CORNER OF SAID QUARTER, QUARTER, RUNNING THENCE NORTH TWO HUNDRED AND TEN FEET, MORE OR LESS, TO A TEE-IRON STAKE, THENCE WEST TWO HUNDRED AND FIVE FEET, THENCE SOUTH TWO HUNDRED AND TEN FEET, MORE OR LESS, TO A TEE-IRON STAKE, THENCE EAST TWO HUNDRED AND FIVE FEET TO THE PLACE OF BEGINNING, SAID LOT OF LAND CONTAINING ONE ACRE, MORE OR LESS, AS DESCRIBED BY DEED FROM CORA B. WILLIAMS, TO WILLIAM KING, RECORDED IN DEED BOOK NO. 1 AT PAGE 418, PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

LESS AND EXCEPT A PORTION OF THE LANDS DESCRIBED IN OR BOOK 1420, PAGE 1672, LEON COUNTY, FLORIDA.

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP ONE SOUTH, RANGE ONE WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING 675 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER-QUARTER, AND RUN THENCE WEST 10 FEET TO A POINT WHICH IS THE POINT OF BEGINNING OF THE TRACT HEREBY CONVEYED, AND FROM THIS SAID BEGINNING POINT, THENCE RUN NORTH 100 FEET, AND THENCE WEST 60 FEET, AND THENCE SOUTH 100 FEET, AND THENCE EAST 50 FEET TO THE BEGINNING POINT, THIS CONVEYED LAND FRONTS 50 FEET ON EUGENIA STREET.

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exhibit A

Commitment Number:

1412385

Issuing Office File Number:

23-0149

That part of the Northwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Leon County, Florida, and more particularly described as:

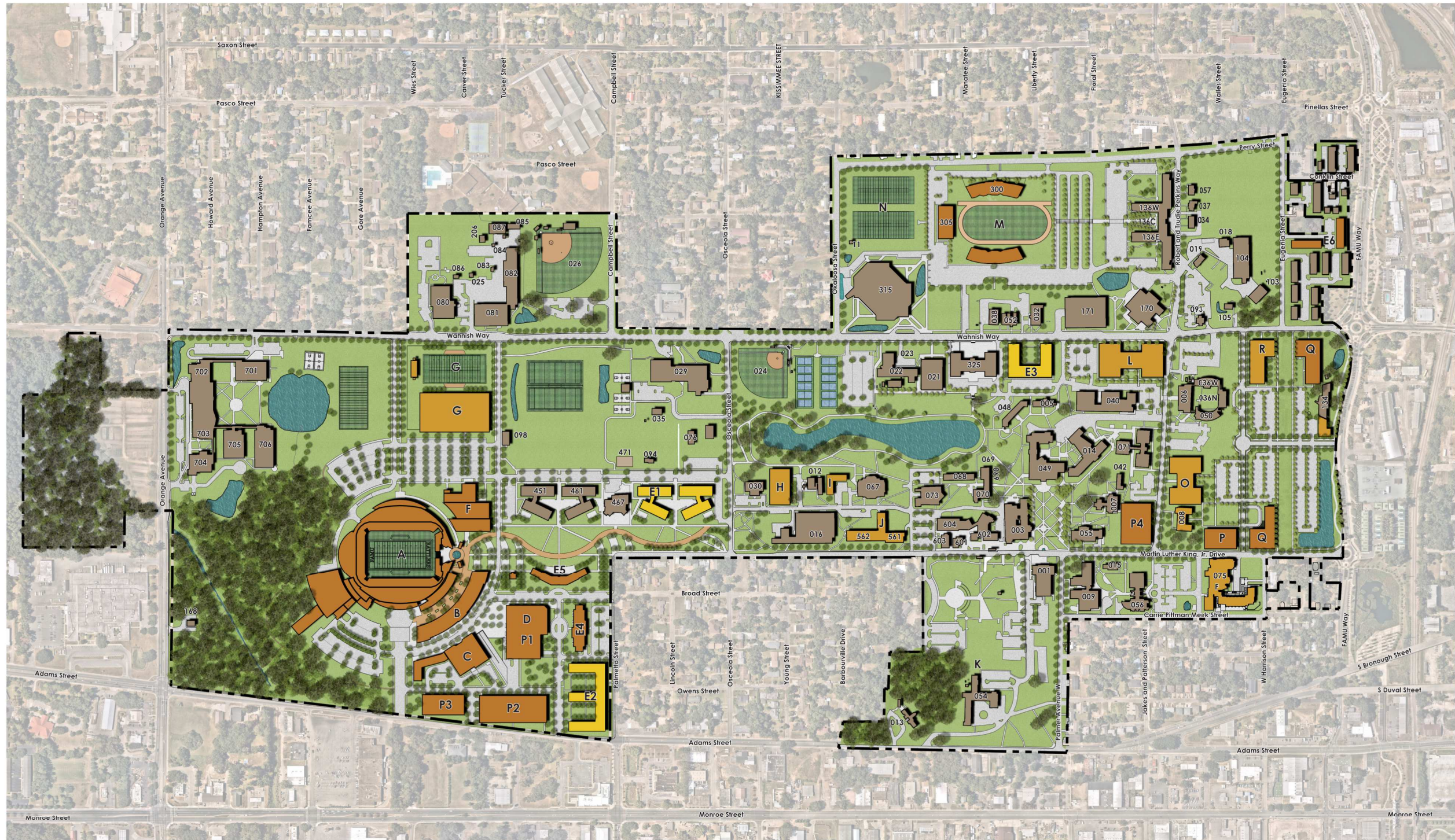
Commencing 675 feet West of the Southeast corner of said Quarter-Quarter, and run thence West 10 feet to a point which is the Point of Beginning of the tract hereby conveyed and from this said beginning point, thence run North 100 feet, and thence West 50 feet, and thence South 100 feet, and thence East 50 feet to the beginning point, this conveyed land fronts 50 feet on Eugenia Street.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Exhibit C

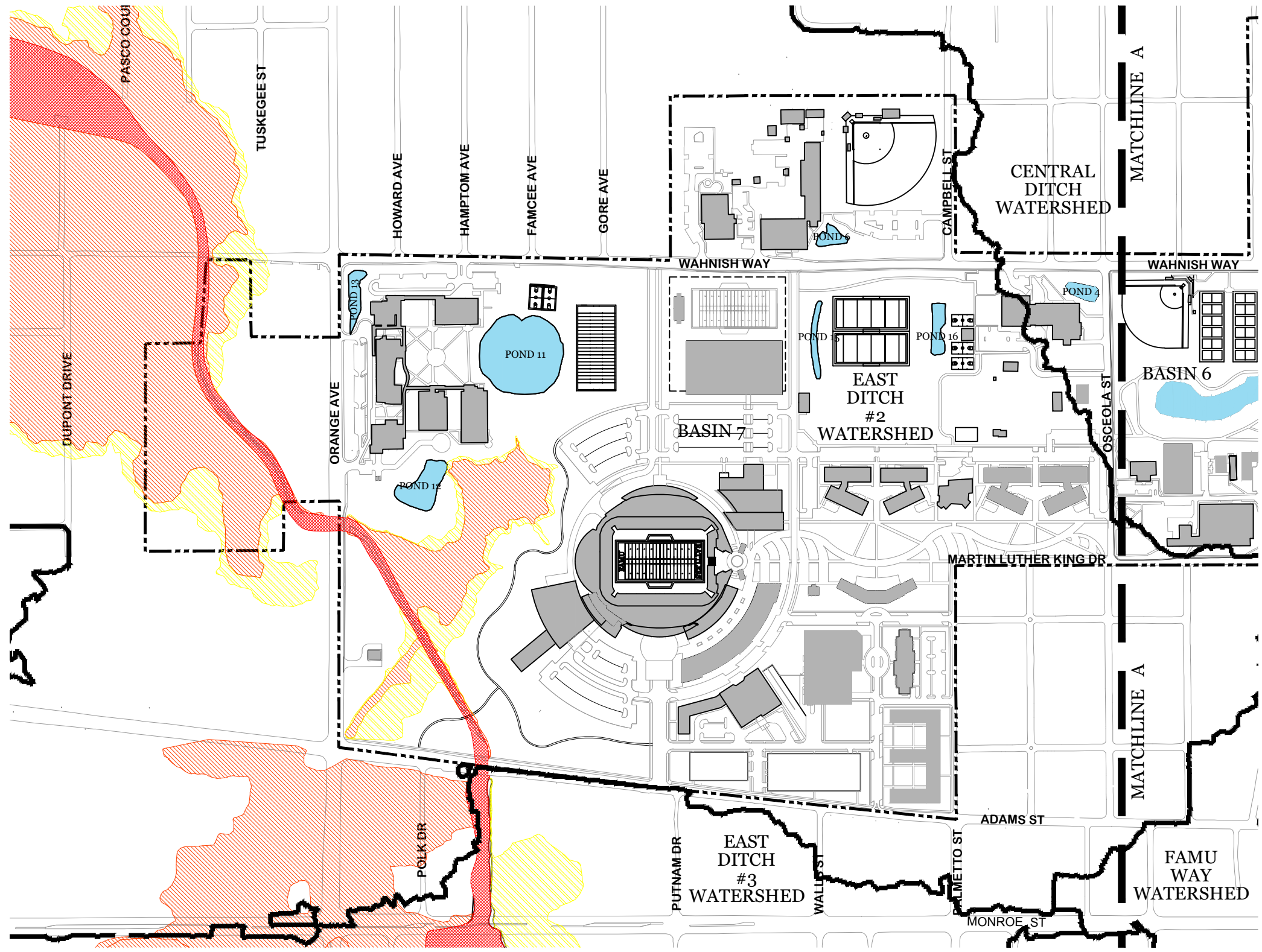
Existing Facilities Key

001 Lee Hall	013 President's House	025 Hazardous Storage C	038 Central Chilled Water Plant	057 Office of Equal Opply Prog.	076 Small Animal Lab	093 Welcome Center	168 Electrical Substation - South	461 FAMU Towers North	702 D.R.S Admin. Bldg
003 University Commons	014 Tucker Hall	026 Univ. Baseball Field	040 School of Journalism	058 Howard Hall	080 P.O.M Bldg A	094 Foster Tanner Observ. Twr.	170 Student Services Center	467 The Hub	703 D.R.S Elem. School
005 N.B. Young Hall	015 Honor House	029 Multi-Purpose Rec. Center	042 Counseling Center	059 Gibbs Hall	081 P.O.M Bldg B	098 Recreation Storage Locker	171 Parking Garage - I	471 Chiller Plant	704 D.R.S Cafetorium
006 S.B.I South	018 Main Garage	030 USDA Teleconference Ctr.	049 Coleman Library	068 Foster-Tanner Music Ctr.	082 P.O.M Bldg C	103 Physical Plant Storage A	206 Police Storage	561 - 562 Perry-Paige Bldg	705 D.R.S Middle School
007 Carnegie Center	019 Environmental Sciences Inst	032 M.S. Thomas Building	050 S.B.I East	069 Foster-Tanner Ceramic Ctr.	083 P.O. Hazardous Storage - A	104 Trio /ASAP	300 Bragg Stadium	601 Student Union Office Bldg	706 D.R.S High School
008 Lucy Moten	021 Gaither Gym	034 Conf. Educ. Conf. Cntr Facility Senate	052 Central Heat Plan	070 Foster-Tanner Art Ctr.	084 P.O. Hazardous Storage - B	105 Electrical Substation - North	305 Gaimore-Powell Athl Fieldhouse	602 Student Union Multi-Use Bldg	
009 Ware-Rhoney	022 Gaither Office & Classroom	035 Univ. Band Storage	054 Foote-Hilyer Admin Center	071 Gore Education Complex	085 P.O. Maintenance Shop - E	134 Childcare Center	315 Multi-Purpose Teaching Gym	603 Student Union Career Ctr	
011 Athletic Storage Building	023 LS Bartley Athletic Complex	036 S.B.I West & North	055 Jones Hall	073 Foster-Tanner Band Bldg	086 P.O. Mech. Chiller	136E-W-C Polkingshorne Village	325 CASS Bldg	604 Student Union Grand Ballroom	
012 George Conoly Greenhouse	024 University Softball Field	037 Continuous Education	056 Science Research Facility	075 College of Pharmacy	087 P.O.M. Storage	161 William Gray Jr. Plaza	451 FAMU Towers South	701 D.R.S Gymnasium	



Legend		Proposed Facilities							
Existing Facility	2020-2025 Proposed Facility	A Stadium	D Mixed Use (Retail / Housing)	G Indoor / Outdoor Athletic Facility	J Perry-Paige Renovation	M Track + Field Relocation	P Science Teaching Facility (STEM)	P1-P4 Parking Garages	
2025-2030 Proposed Facility	2030+ Proposed Facility	B Retail / Alumni Housing	E1-E6 Residence Halls/Mixed Use Apartments	H Entomology	K Foote-Hilyer Remodel	N Intramural Fields	Q STEM / STEAM		
2020-2025 Proposed Facility		C Retail	F Chemical + Biological Research Lab Ctr.	I Greenhouse	L Student Union	O Computer Information Systems Building	R Data Center		

Exhibit D

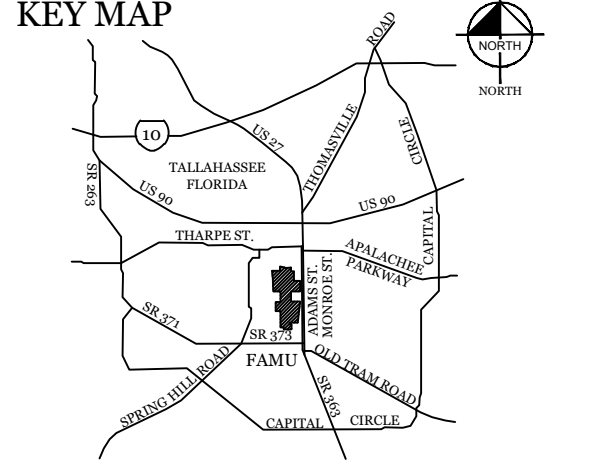


NOTE: DEVELOPMENT ACTIVITY IN THE FLOODWAY AND FLOODPLAIN WILL BE CONSISTENT WITH ELEMENT 9 - GOAL 1 - OBJECTIVE 1.1 - POLICY 1.1.1.

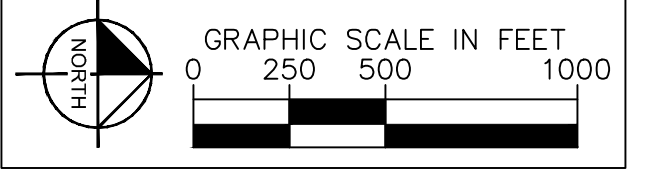
FIGURE NUMBER EXHIBIT "D"
DRAINAGE BASINS ON FLORIDA A&M CAMPUS (SOUTH)

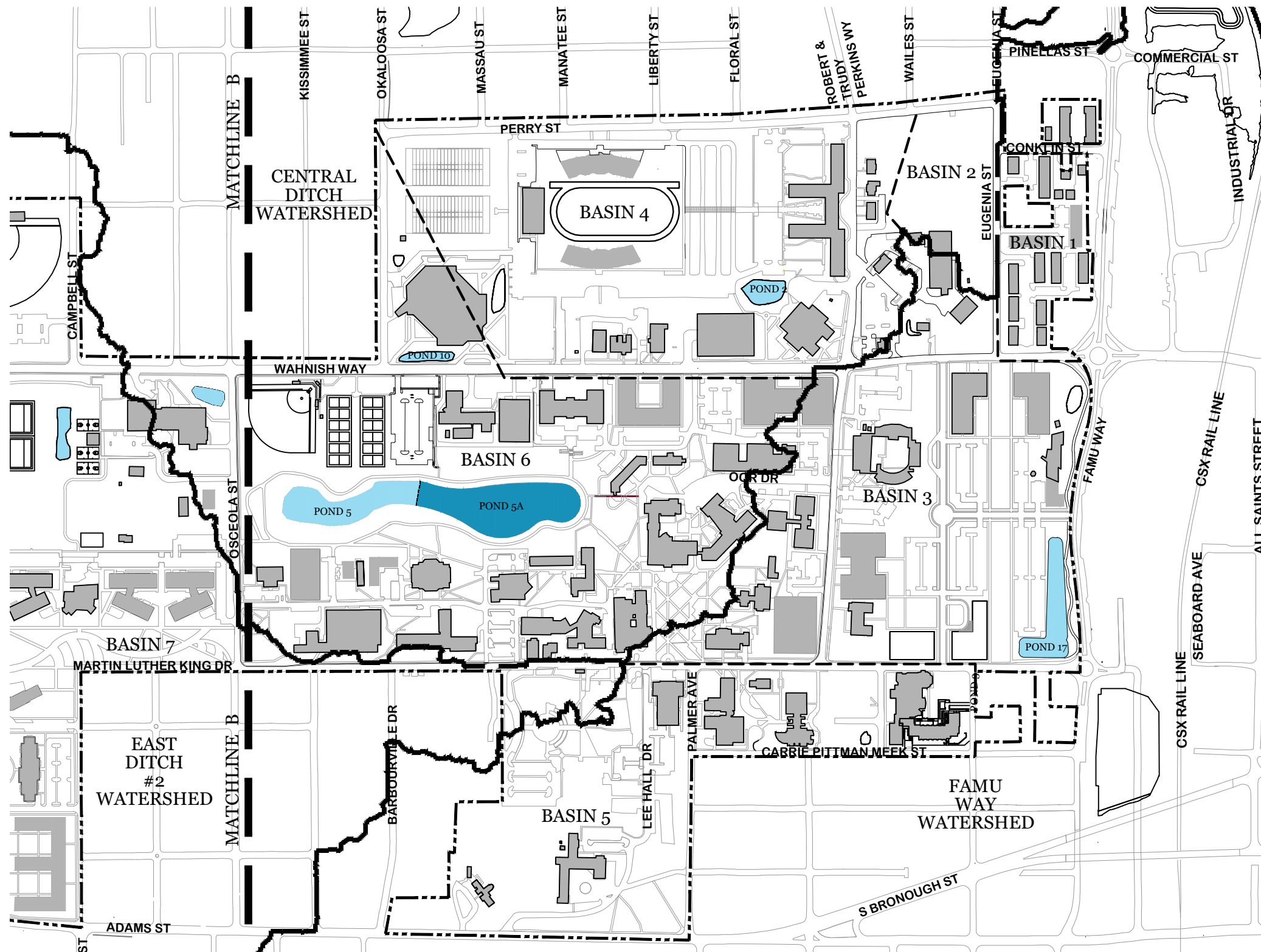
- LEGEND:**
- WATERSHED
 - CATCHMENTS
 - ZONE AS - 100 YR FLOODWAY
 - ZONE AE - 100 YR
 - ZONE X5 - 500 YR
 - EXISTING POND
 - PROPOSED POND

NOTE: ADDITIONAL STORMWATER MANAGEMENT FACILITIES NOT DEPICTED ON THIS PLAN WILL BE REQUIRED TO SUPPORT THE PROPOSED DEVELOPMENT. FAMU WILL COORDINATE WITH THE CITY OF TALLAHASSEE AND NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ON THE SITING AND DESIGN OF STORMWATER FACILITIES PRIOR TO CONSTRUCTION.



2020-2030 MASTER PLAN
 FINAL MASTER PLAN
FLORIDA A&M UNIVERSITY
 TALLAHASSEE, FLORIDA
 DATE: AUGUST 2023





NOTE: DEVELOPMENT ACTIVITY IN THE FLOODWAY AND FLOODPLAIN WILL BE CONSISTENT WITH ELEMENT 9 - GOAL 1 - OBJECTIVE 1.1 - POLICY 1.1.1.

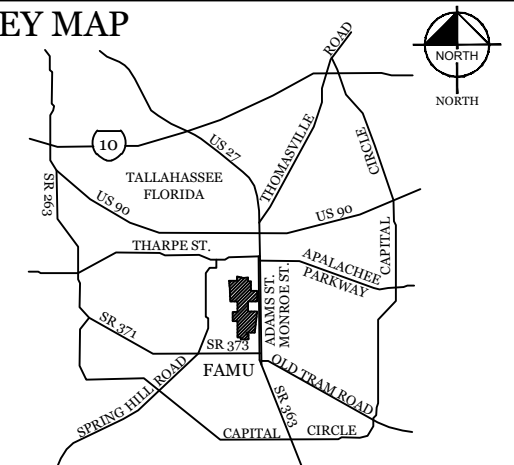
DRAINAGE BASINS ON FLORIDA A&M CAMPUS (NORTH)

LEGEND:

- WATERSHED
- CATCHMENTS
- ZONE AS - 100 YR FLOODWAY
- ZONE AE - 100 YR
- ZONE X5 - 500 YR
- EXISTING POND
- PROPOSED POND

NOTE: ADDITIONAL STORMWATER MANAGEMENT FACILITIES NOT DEPICTED ON THIS PLAN WILL BE REQUIRED TO SUPPORT THE PROPOSED DEVELOPMENT. FAMU WILL COORDINATE WITH THE CITY OF TALLAHASSEE AND NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ON THE SITING AND DESIGN OF STORMWATER FACILITIES PRIOR TO CONSTRUCTION.

KEY MAP



2020-2030 MASTER PLAN
 FINAL MASTER PLAN
FLORIDA A&M UNIVERSITY
 TALLAHASSEE, FLORIDA
 DATE: AUGUST 2023

