

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

| l. | 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 | VP Brown |
| | Fixed Capital Outlay Budget | |
| IV. | South Central Utility Plant – Additional Contract Authority | VP Brown |
| V. | Approval of Campus Development Agreement | VP Brown |
| VI. | Adjournment | |



Budget, Finance and Facilities Committee Thursday, September 12, 2024 Agenda Item: <u>I</u>

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)



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. <u>Response:</u> 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.

<u>Response:</u> 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.



- **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.
 - <u>Response:</u> 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.



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.

<u>Response:</u> 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.

<u>Response:</u> 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
 - <u>Response:</u> 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.



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 Governor's Regulation 9.007 State University Operating Budgets, 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 Unviersity

STATE UNIVERSITY SYSTEM OF FLORIDA 2024-2025 OPERATING BUDGET

SUMMARY SCHEDULE I

| | | | | | | | | | Local Funds ⁴ | | | | | | | |
|--|-------------------------------------|------------------------------------|--------------------------|------------------|-------------|--------------------------|-------------|------|----------------------------------|----------------|--------------------|--------|--------------------------|------------------------------------|------------|-----------------|
| | Education & General ¹ | Contracts & Grants ² | Auxiliaries ³ | Student Activiti | oc 1 | Student Financial Aid | Concessions | Ι | Intercollegiate <u>Athletics</u> | Technology Fe | e <u>Self-Insı</u> | uranco | Board - Approved Fees | Faculty Practice Plan ⁵ | Sur | mmary Totals |
| | & General | & Giants | Auxiliaries | Student Activiti | <u>cs</u> 1 | rmanciai Aiu | Concessions | | Atments | reciniology re | <u>sen-mst</u> | urance | Approved rees | Tractice Train | <u>5ui</u> | illilary Totals |
| 1 Beginning Fund Balance: | \$ 68,013,882 \$ | 4,591,713 | \$ 51,102,306 | \$ 570,4 | 41 \$ | 14,720,290 \$ | 614,358 | 3 \$ | 1,020 | \$ 558,2 | 74 \$ | - | \$ - | \$ | - \$ | 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 | \$ | , | 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 | | 5 | \$ 37,741,327 | | | | | \$ | 5,583,654 | | | | | | \$ | 43,324,981 |
| 15 Sales of Data Processing Services | | | | | | | | | | | | | | | \$ | - |
| 16 Fees | | 9 | | | | 3,520,436 | | \$ | 4,350,000 | \$ 1,295,0 | 00 | | | | \$ | 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 | \$ 3,592,0 | 00 \$ | 54,226,100 \$ | 180,000 | \$ | 11,613,654 | \$ 1,295,0 | 00 \$ | - | \$ - | \$ | - \$ | 451,316,845 |
| 23 Transfers In | | 9 | \$ 12,082,358 | i | | | | | | | | | | | \$ | 12,082,358 |
| 24 Total - Receipts / Revenues: | \$ 223,968,795 \$ | 100,996,722 | 67,526,932 | \$ 3,592,0 | 00 \$ | 54,226,100 \$ | 180,000 |) \$ | 11,613,654 | \$ 1,295,0 | 00 \$ | - | \$ - | \$ | - \$ | 463,399,203 |
| 25 | | | | | | | | | | | | | | | | |
| 26 Operating Expenditures | | | | | | | | | | | | | | | | |
| 27 Salaries and Benefits | \$ 166,015,066 \$ | 28,227,766 | \$ 14,408,727 | \$ 372,24 | 10 \$ | 456,639 | | \$ | 4,514,167 | | | | | | \$ | 213,994,605 |
| 28 Other Personal Services | \$ 6,505,489 \$ | 12,434,651 | \$ 4,894,221 | \$ 157,70 | 50 \$ | 201,377 | | \$ | 700,000 | | | | | | \$ | 24,893,498 |
| 29 Expenses | \$ 46,499,321 \$ | 48,635,180 | 36,651,244 | \$ 1,712,5 | 26 \$ | 53,592,486 \$ | 324,749 | \$ | 6,149,287 | \$ 1,365,6 |)9 | | | | \$ | 194,930,402 |
| 30 Operating Capital Outlay | \$ 50,704 \$ | 4,618,145 | 778,953 | | | | | | | \$ 25,0 | 00 | | | | \$ | 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 | \$ 2,242,5 | 26 \$ | 54,250,502 \$ | 324,749 | \$ | 11,363,454 | \$ 1,390,6 | 9 \$ | - | \$ - | \$ | - \$ | 444,189,522 |

46

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

| | | | | | | | | | Local Funds ⁴ - | | | | - | | |
|---|----------|------------------------|-----------------------|---------------------------------|----------------------|-----------|-----------------|---------------|----------------------------|--------------------|----------------|---------------|----------------------------|------|--------------|
| |] | Education | Contracts | | | | Student | | Intercollegiate | | | Board - | Faculty | | |
| | _ 8 | & General ¹ | & Grants ² | <u>Auxiliaries</u> ³ | Student Activit | ies Fi | nancial Aid | Concessions | Athletics | Technology Fee | Self-Insurance | Approved Fees | Practice Plan ⁵ | Sum | mary Totals |
| | | | | | | | | | | | | | | | |
| 47 Non-Operating Expenditures (*Amou | ınts pro | vided as provisi | ional estimates pe | nding final ap | proval and certif | ication o | of Carryforward | Spending Plan | ınd Fixed Capita | l 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 | 18,668,54 | 5 \$ 1,800,4 | 196 \$ | 24,572 | | | | | | | \$ | 27,519,629 |
| 51 Other ⁷ | | | | | | | | | | | | | | \$ | <u>-</u> |
| 52 Total Non-Operating Expenditures: | \$ | 52,336,136 \$ | 7,026,016 | 18,668,54 | 5 \$ 1,800,4 | 196 \$ | 24,572 \$ | - | \$ - | \$ 92,400 | \$ - | \$ - | \$ | - \$ | 79,948,165 |
| 53 | | | | | | | | | | | | | | | |
| 54 Ending Fund Balance: | \$ | 15,677,746 \$ | 4,646,677 | 43,227,548 | 3 \$ 119,4 | 119 \$ | 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 | 3) \$ (451,0 |)22) \$ | (48,974) \$ | (144,749) | \$ 250,200 | \$ (188,009) | \$ - | \$ - | \$ | - \$ | (60,738,484) |
| 57 Fund Balance Percentage Change: | | -76.95% | 1.20% | -15.41 | / ₀ -79.0 | 17% | -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.



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."

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

Attachments: Yes (to be provided).



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



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").

WITNESSETH:

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

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 | С | В |
| Principal Arterials | D | С |
| Minor Arterials | D / E* | С |
| Major and Minor Collectors | D / E* | С |
| 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 | | | | | | | | |
| (Purs | suant to F.S. | 163.3180(1 | (5)(c) | | | | | |
| Pedestrian | Transit | Bicycle | Automobile | | | | | |
| С | С | 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 offcampus 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 m 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: City of Tallahassee:

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

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

With a copy to: With a copy to:

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

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

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 |
|--|--|
| | Timedea I. Decad Dl. D. Decaidore |
| | Timothy L. Beard, Ph.D., President |
| STATE OF FLORIDA | |
| COUNTY OF LEON The foregoing instrument was | as acknowledged before me by Larry Robinson as President |
| of Florida A&M University, who is | personally known to me. |
| Witness my hand and officia | al seal in the County and State last aforesaid this, 2024. |
| | NOTARY PUBLIC My Commission Expires: |
| | Tily Commission Expires. |

CITY OF TALLAHASSEE

| | By: John E. Dailey Mayor |
|----------------------|--------------------------------|
| ATTEST: | APPROVED AS TO FORM: |
| By: | By: Amy M. Toman |
| City Treasurer-Clerk | City Attorney |

Exhibit A

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

| | | | ADDITIONAL | |
|----------------------------|-----------|-----------|-------------|-----------|
| | UNIT | EXISTING | AMOUNT | TOTAL |
| ITEM | TYPE | AMOUNT | AUTHORIZED* | 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.

^{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: | -170,514 ³ |

^{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.

FAMU 2020-2030 Master Plan Update Development Authorized by the Agreement and for which Capacity is Reserved Campus Development Agreement December 2023 BR-352

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

| 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.

| | 2010-2020 AUTHORIZED FACILITIES (NEW | GROSS |
|-----------|---------------------------------------|---------|
| | CONSTRUCTION OR ADDITIONAL GSF TO | SQUARE |
| ID | AUTHORIZED FACILITIES – UNBUILT) | 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.

| | 2015-2025 AUTHORIZED FACILITIES (RENOVATIONS / | GROSS SQUARE |
|-------------|---|-----------------|
| ID | BUILDOUT / REMODEL - UBBUILT) | 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 | | |
| $(P \mid 058)$ | 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.

2

FAMU 2020-2030 Master Plan Update Development Authorized by the Agreement and for which Capacity is Reserved Campus Development Agreement 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 (SW1/4 of NW1/4) 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 (NE1/4 of SW1/4) of aforementioned Section 12, T-1-S; R-1-W, thence run south along said boundary line of the NE1/4 of SW1/4 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 itch 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

FAMU 2015-2025 Master Plan Update Legal Description - Main Campus Campus Development Agreement August 2018 BR-352 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 OUARTER OF THE NORTHWEST OUARTER 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 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 THE NORTHWEST QUARTER OF SAID SECTION 1, AND RUN NORTH 00 DEGREES 22 MINUTES 11 SECONDS EAST 50.00 FEET TO A ½ INCH IRON PIN LB#732, THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST 71.56 FEET TO A ½ 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 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 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 BOUNDARYOF 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.

10

EXHIBIT "C"

LEGAL DESCRIPTION:
PROPERTY AS RECORDED IN OR BOOK 5, PAGE 96, LYING IN SECTION 1, TOWNWSHIP 1, SOUTH, RANGE 1, WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY
DESCRIPED AS EQUI OWS:

THAT PART OF THE NORTHWEST QUARYER 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 50 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: Issuing Office File Number: 1412385 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 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 038 Central Chilled Water Plant 702 D.R.S Admin. Bldg 001 Lee Hall 013 President's House 057 Office of Equal Oppty Prog. 076 Small Animal Lab 025 Hazardous Storage C 093 Welcome Center 168 Electrical Substation - South 461 FAMU Towers North 703 D.R.S Elem. School 003 University Common 080 P.O.M Bldg A 014 Tucker Hall 026 Univ. Baseball Field 094 Foster Tanner Observ. Twr. 040 School of Journalism 058 Howard Hall 170 Student Services Center 467 The Hub 005 N.B. Young Hall 015 Honor House 081 P.O.M Blda B 471 Chiller Plant 704 D.R.S Cafetorium 029 Multi-Purpose Rec. Center 042 Counseling Center 059 Gibbs Hall 098 Recreation Storage Locker 171 Parking Garage - I 082 P.O.M Bldg C 030 USDA Teleconference Ctr. 103 Physical Plant Storage A 705 D.R.S Middle School 006 S.B.I South 018 Main Garage 049 Coleman Library 561 - 562 Perry-Paige Bldg 068 Foster-Tanner Music Ctr. 206 Police Storage 032 M.S. Thomas Building 034 Cont. Educ. Conf. Cntr Faculty Senate 601 Student Union Office Bldg 706 D.R.S High School 007 Carnegie Center 019 Environmental Sciences Inst 050 S.B.I East 083 P.O. Hazardous Storage - A 104 Trio /ASAP 069 Foster-Tanner Ceramic Ctr. 300 Bragg Stadium 084 P.O. Hazardous Storage - B 008 Lucy Moten 021 Gaither Gym 105 Electrical Substation - North 305 Galimore-Powell Athl Fieldhouse 602 Student Union Multi-Use Bldg 052 Central Heat Plan 070 Foster-Tanner Art Ctr. 315 Multi-Purpose Teaching Gym 022 Gaither Office & Classroom 009 Ware-Rhaney 085 P.O. Maintenace Shop - E 134 Childcare Center 603 Student Union Career Ctr 035 Univ. Band Storage 054 Foote-Hilyer Admin Center 071 Gore Education Complex 325 CASS Bldg 011 Athletic Storage Building 023 LS Bartley Athletic Complex 086 P.O. Mech. Chiller 136E-W-C Polkinghorne Village 036 S.B.I West & North 055 Jones Hall 073 Foster-Tanner Band Bldg 604 Student Union Grand Ballroom 024 University Softball Field 012 George Conoly Greenhouse 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

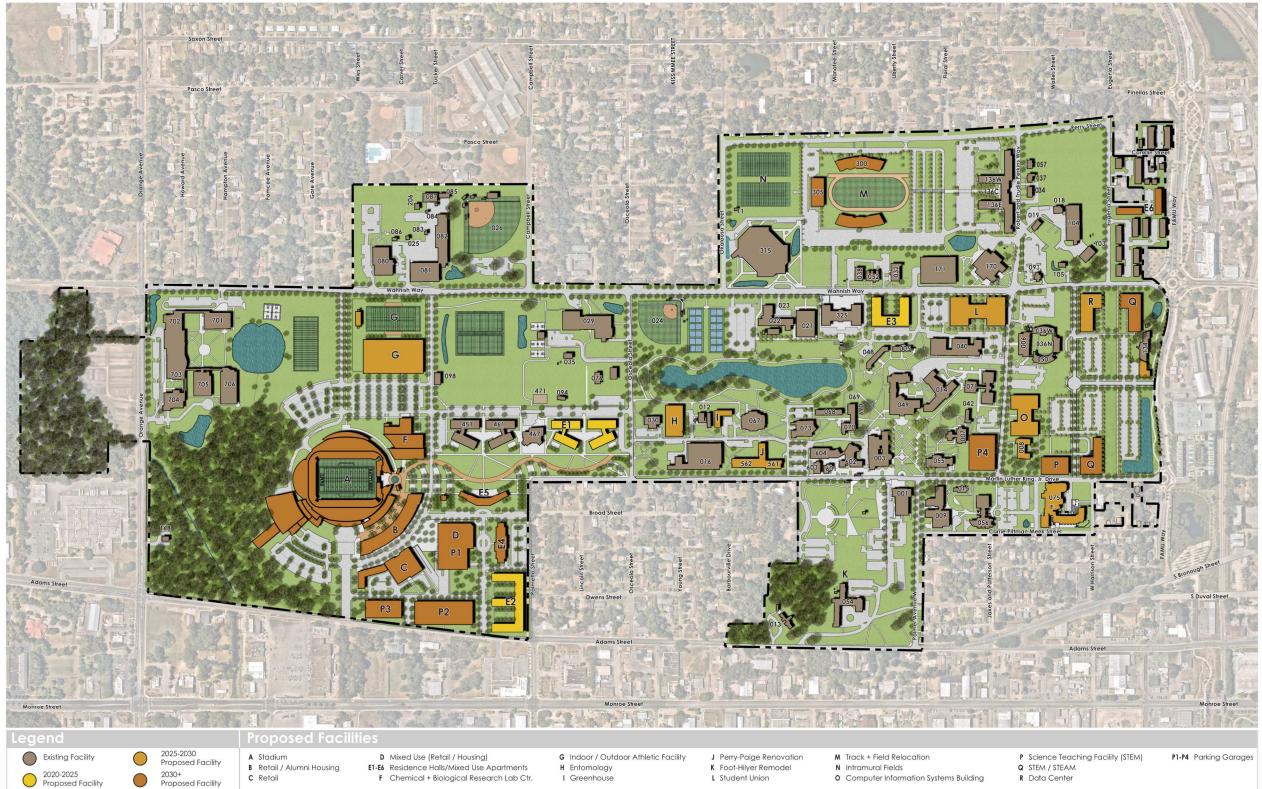


Exhibit D

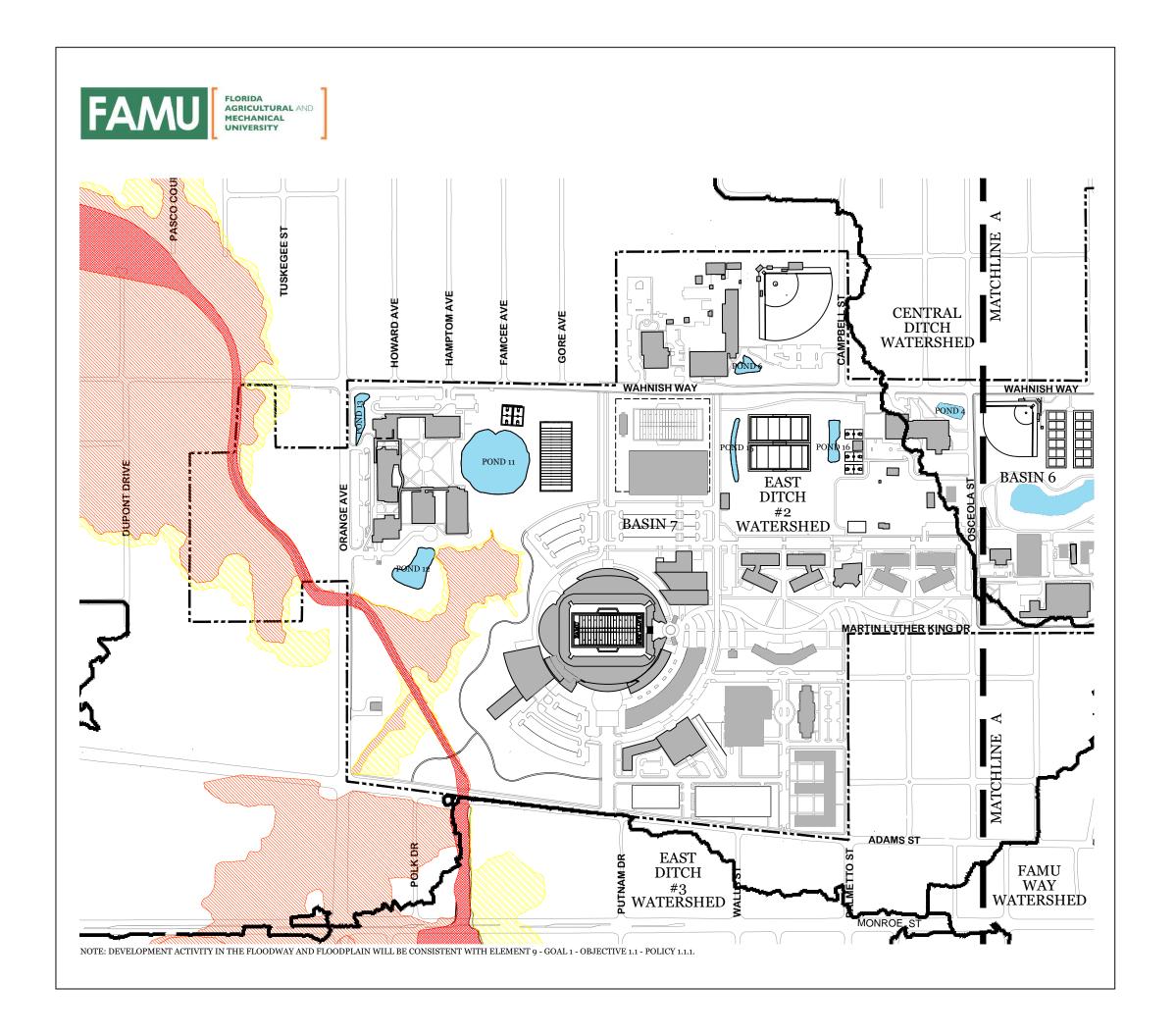


FIGURE NUMBER EXHIBIT "D"

DRAINAGE BASINS ON FLORIDA A&M CAMPUS (SOUTH)





WATERSHED



CATCHMENTS



ZONE AS - 100 YR FLOODWAY



ZONE AE - 100 YR



ZONE X5 - 500 YR

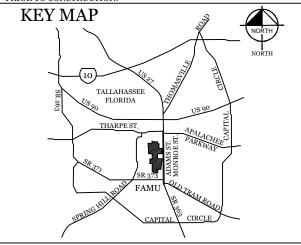


EXISTING POND



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



GRAPHIC SCALE IN FEET
250 500 1000

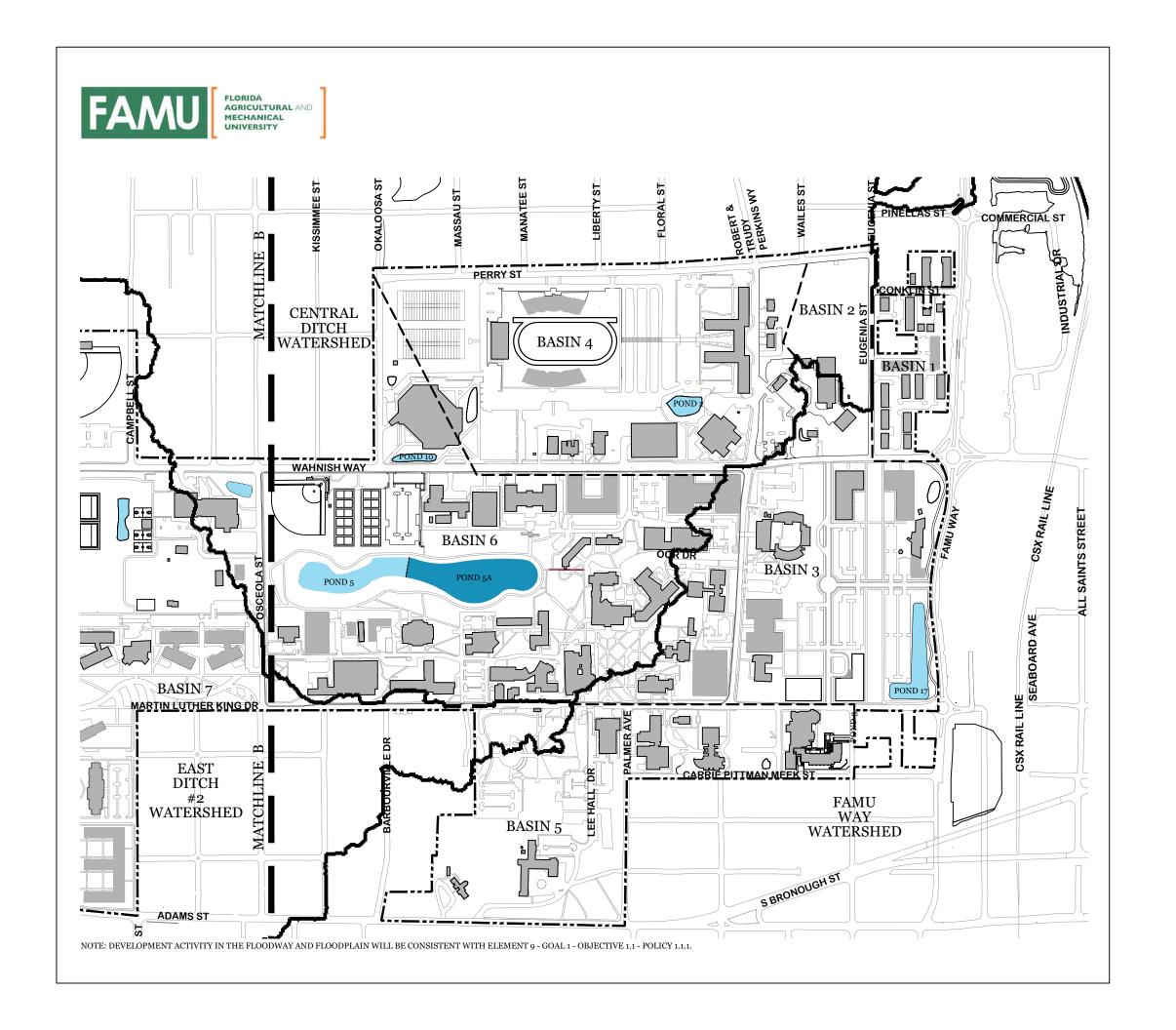


FIGURE NUMBER EXHIBIT "D"

DRAINAGE BASINS ON FLORIDA A&M CAMPUS (NORTH)

LEGEND:



WATERSHED



CATCHMENTS



ZONE AS - 100 YR FLOODWAY



ZONE AE - 100 YR



ZONE X5 - 500 YR

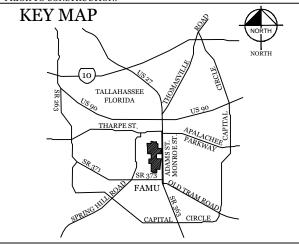


EXISTING POND



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.



2020-2030 MASTER PLAN FINAL MASTER PLAN

FLORIDA A&M UNIVERSITY

TALLAHASSEE, FLORIDA

DATE: AUGUST 2023



GRAPHIC SCALE IN FEET
250 500 1000