Thursday, November 13, 2008

5:30-8:30 PM  Reception & Dinner
              President's House

The agenda will be followed in the subsequent order and items may be heard earlier than the scheduled time below.

Friday, November 14, 2008

7:30  Continental Breakfast

8:00 – 8:05  1.  Call to Order and Welcome
              Mr. Jim Smith, Chair

8:05 – 8:10  2.  Approval of Minutes
              • September 19, 2008 Meeting

8:10 – 8:15  3.  Comments, Faculty Senate
              Dr. Eric Walker

8:15 – 8:20  4.  Comments, Student Government Association
              Mr. Ryan Powers

8:20 – 8:25  5.  Consent Items—One Motion
              • Approval of the FSU Educational Plant Survey
              • Approval of the Capital Improvements Trust Fund (CITF) – Reallocation of Funds
              • Termination of the Family and Consumer Services Education Degree Program (CIP 13.1308)
              • Special Education Degree Program Realignment (CIP 13.1011 & 13.1001)

8:25 – 8:35  6.  Legal Update
              Ms. Betty Steffens, University General Counsel
7. University Relations Update
   Ms. Lee Hinkle, Vice President for University Relations & Advancement

8:50 – 9:20
8. Siegel + Gale Final Report

9:20 – 9:35
9. FSU Foundation Fundraising Report
   Mr. Charles Rasberry, President FSU Foundation

9:35 – 9:50
10. FSU Research Foundation Report
    Dr. Kirby Kemper, Vice President for Research

9:50 – 10:10
11. Investment Status/Finance/Budget Report by FSU Foundation, Seminole Boosters & Research Foundation
    Dr. Kirby Kemper, Vice President for Research
    Ms. Lee Hinkle, Vice President for University Relations & Advancement

10:10–10:20
12. Academic Affairs
    Dr. Lawrence G. Abele, Executive Vice President for Academic Affairs and Provost

Information Items:
- Academic Affairs Update

10:20–10:30
13. Student Affairs
    Dr. Mary Coburn, Vice President for Student Affairs

Agenda Items (ACTION):
- Approval of Local Fees 2009-2010 (Activity and Service Fees, Athletic Fees, Health Fees)
  Ms. Liz Maryanski, Associate Vice President for Student Affairs.

Information Items:
- Student Affairs Update

10:30–10:40
14. Finance and Business
    Mr. John Carnaghi, Senior Vice President for Finance and Administration

Agenda Items (ACTION):
- Approval of the FSU Campus Development Agreement

10:40–10:55
15. President Wetherell’s Evaluation Report
    Chairman Jim Smith
10:55 – 11:05  16. Open Forum for Board Members Discussion

11:05 – 11:20  17. President's Report
                Dr. T.K. Wetherell, President

11:20 AM       18. Adjournment
The Florida State University Board of Trustees Meeting  
FSU Student Services Building  
Tallahassee, Florida  
September 19, 2008  
SUMMARY MEETING MINUTES  
8:00 AM-11:00 AM

**Members Present:** Members Present: Trustees Susie Busch-Transou, June Duda, Manny Garcia, Andrew Haggard, Laymon Hicks, James Kinsey, Harold Knowles, Richard McFarlain, Jim Smith and Jayne Standley were present. Trustees Derrick Brooks, David Ford, and Leslie Pantin had excused absences.

1. **Call to Order and Welcome: Mr. Jim Smith, Chair**
   - Chairman Smith welcomed everyone to the Board of Trustees' Meeting.
   - He welcomed Sheila McDevitt, chair of the Board of Governors, to the meeting and she addressed the Board. She indicated that her goal in visiting each Board of Trustees around the state was to build relationships of trust between the two boards. Governor McDevitt said that she wants the boards to establish priorities and work together as a system, especially on Legislative priorities.
   - After some discussion between the trustees and Governor McDevitt, Laura Brock performed the Roll Call.

2. **Approval of Minutes**
   - Trustee Duda made a motion to approve the minutes of the June 13, 2008 meeting. The motion was seconded by Trustee Garcia and passed unanimously.

3. **Comments, Faculty Senate: Dr. Eric Walker**
   - Dr. Eric Walker expressed his gratitude on behalf of the faculty for being involved in major decisions concerning the university.

4. **Comments, Student Government Association: Mr. Ryan Powers**
   - Mr. Ryan Powers provided an update on SGA activities. He said that the SGA encouraged the Students to wear Garnet to the Wake Forest Game and had been involved with many statewide student activities.

5. **Legal Update: Ms. Betty Steffens**
• Ms. Steffens briefed the trustees on the reply to the NCAA on the notice of allegations regarding the Athletic Department. She said there would be a hearing held in Indianapolis on October 18, 2008, with a decision rendered by the end of the year.

6. Strategic Plan Update and Funding

• President Wetherell stated that a year ago he charged Provost Abele to lead the university through a strategic planning effort to identify and prioritize the key strategic initiatives on which Florida State should focus over the next five years to strengthen the university and position it as a world-class institution of higher education. He said that an infusion of financial resources would be needed. Those resources would come from a variety of sources, including increased tuition, fees, research endeavors, reallocation of existing resources, and the state of Florida. Dr. Wetherell said that the FSU Foundation would be launching a campaign effort to raise $1 billion by 2015.

• Dr. Abele listed the top five areas of importance for the university funding.

• Mr. Charles Rasberry, President of the FSU Foundation discussed the extraordinary efforts that will be made by the FSU Foundation.

7. Consent Items

• Trustee Knowles made a motion to approve the consent items. Trustee Haggard seconded the motion and the following items were approved unanimously:

   a. Ratify SGA Bills
   b. Approval of 2008-2009 Work Plan for the Office of Audit Services
   c. Status Report on Purchase Orders over $1 million and 5 year+ Service Contracts for Fiscal Year 2007-2008
   e. Adoption of 6C2R-2.0151, Supplier Diversity Program
   f. Amendment of Regulation 6C2R-2.015 Purchasing and Procurement
   g. Request for Final Approval after Notice of FY 2008-2009 Tuition Policy and Administrative Action
   h. ACC Certification Form

8. University Relations Update: Lee Hinkle, Vice President for University Relations
Ms. Hinkle said that University Relations has been working on the identity campaign.

She said the Siegel + Gale Firm will be back in Tallahassee during the end of October and early November.

The Werkmeister Room is being renovated into a museum space to offer exhibits and displays on FSU history.

Ms. Hinkle said that Myron Rolle has developed a health and living program “Our Way to Health” that is being used at a charter school run by the Seminole Tribe.

FSU Foundation has had the best fundraising year ever, $140 million in gifts and pledges has been collected and committed.

**Action Item:**

1) **Political Campaign Policy**

Ms. Hinkle described the political campaign policy to the Board of Trustees.

- **Trustee Duda made a motion to adopt the Political Campaign Policy.** Trustee Garcia seconded the motion, which passed unanimously.

9. **Committee Reports:**

**Academic Affairs:** Dr. Lawrence G. Abele, Executive Vice President for Academic Affairs and Provost

**Action Items:**

- **College of Business Articles of Incorporation and Bylaws for DSO:** Dr. Caryn Beck-Dudley
  - Following the Board action in April, the College of Business developed Articles of Incorporation and by-laws to establish the direct support organization to support a student-managed investment fund and other programs.
  - **Trustee Busch-Transou made a motion to adopt the College of Business DSO articles of incorporation and bylaws.** Trustee Kinsey seconded the motion, which passed unanimously.

- **College of Medicine Waivers:** Dr. Myra Hurt
  - The College of Medicine requested authority to waive a portion of the out-of-state tuition for a limited number of medical students due to increased competition for qualified medical students.
  - **Trustee Garcia made a motion to waive a portion of out-of-state tuition.** The motion was seconded by Trustee Kinsey and
passed unanimously.

• **Undergraduate Out-of-State Waivers: Dr. Lawrence Abele**
  - To attract more out-of-state high-achieving students, a new component would be added to waive up to 50% of the out-of-state fee for high achieving students. Based on 30 student credit hours per year, these select out-of-state students would pay approximately $12,000, still considerably more than the $4,500 paid by Florida resident students. The policy would be effective fall 2009 for incoming freshmen. The university’s goal will be to enroll approximately 15% undergraduates as out-of-state by 2013.
  - Trustee Hicks made a motion to approve the out-of-state waivers. Trustee Busch-Transou seconded the motion, which passed unanimously.

**Information Items:**

1) **Strategic Plan Update: Dr. Robert Bradley**
   - Dr. Bradley provided and update on the strategic plan. He also discussed all the revenue sources and costs for the University strategic plan priorities for the next five years.

2) **University Compacts: Dr. Robert Bradley**
   - Dr. Bradley explained the composition of University Compacts. The Board of Governors and the university share their plans for upcoming years, so the state can plan for the future.

3) **Update on U.S. News & World Report Rankings: Dr. Larry Abele**
   - Dr. Abele discussed the overall rankings of the university in comparison with other universities in the U.S. News & World Report rankings.

4) **Collective Bargaining Update: Ms. Joyce Ingram**
   - Ms. Ingram discussed recently updated union contracts for Faculty and Staff.

5) **Research and Pathways Update: Dr. Kirby Kemper**
   - Dr. Kemper discussed the productiveness of the faculty of the university and their contract and grant awards.
   - Nine (9) Pathways clusters have been approved and 25 new faculty members have been hired.
   - This past year has produced a record number of PhD degrees.
   - In January, the magnet lab funding was renewed for five years. The magnet lab has also received international recognition.
6) Board of Governors' Regulation on Board of Trustees Powers and Duties: Anne Blankenship

- Ms. Blankenship indicated that there are three remaining issues being discussed: the selection of the University President, the annual evaluation of the President, and property and purchasing.
- There was much discussion concerning the BOG ratification process in selecting a new candidate for President of the University.
  - Some BOT members were opposed to the addition of this new process in selecting a President.
  - Many Board members indicated their concern about the roles of the Board of Trustees versus the role of the Board of Governors.
  - Ms. Blankenship, along with President Wetherell answered several different questions related to this topic. Further, Governor McDevitt indicated that she would look into the concerns expressed by Board members.

**Student Affairs:** Dr. Mary Coburn, Vice President for Student Affairs

**Information Items:**

1) Athletics Update: Mr. Randy Spetman

- Mr. Spetman provided an update on athletics.
- He said a facilities issue being examined is an indoor multi-purpose facility. The facility would accommodate all sports, including intramural sports.
- The entire volleyball staff has been replaced with the University of Arkansas volleyball staff.
- Women's soccer is currently ranked seventh in the nation.
- Ticket revenue in football is an issue – the university is $1.5 million under budget in ticketing.

2) Student Affairs: Dr. Mary Coburn

- Dr. Coburn provided an update on Student Affairs activities. She said FSU is in the top 100 in selectivity in the 2012 class.
- Despite Hurricane Fay, there was a very smooth opening to the Fall Semester. Thanks to technology, on-campus students were able to move in five days prior to the first day of class. Seminole Sensation Week was a success, bringing much participation from the students and faculty.
- Construction update: the Dunlap Success Center will be dedicated today, the Health and Wellness Center is in planning, Wildwood Phase
2 is in the works, and finally there is some renovations at the Seminole Reservation (lakefront property).

Finance and Business: Mr. John Carnaghi, Senior Vice President for Finance and Administration

Agenda Items (ACTION):

1) Finalization of the following Budgets (tentatively approved 6/13/08)
   a. 2008-2009 Operating Budget
   b. 2008-2009 Direct Support Operating Budget
   c. 2009-2010 Fixed Capital Outlay Budget Request

   • Trustee Garcia made a motion to approve the 2008-2009 Operating Budget, Direct Support Operating Budgets and 2009-2010 Fixed Capital Outlay Budget Request with delegation to the President or his designee of to make changes as needed within available resources and fund balances. Trustee Duda seconded the motion, which passed unanimously.

10. Open Forum for Board Members Discussion

   • Chairman Smith directed Board members attention to the President Evaluation forms and performance materials prepared by President Wetherell. He asked the trustees to complete evaluation forms by October 6, 2008 so that he could compile a report for the November Board meeting.

11. President’s Report: Dr. T.K. Wetherell, President

   • President Wetherell provided an update on university activities since the last Board meeting.
   • He said that FSU students have created a United Way fund, hoping to raise $100,000. FSU works with the United Way, and hope they will provide a grant called Employee Emergency Loan Fund. FSU will match that grant.
   • Dr. Wetherell also touched on the international recognition of the magnet lab.

12. Adjournment

The meeting adjourned at 12:45 PM.

The minutes were approved at the November 14, 2008 Board of Trustees meeting.
MEMORANDUM

TO: President T. K. Wetherell

FROM: John Carnaghi

DATE: October 29, 2008

SUBJECT: Educational Plant Survey
Request for Approval

At least every five years, every school district, community college, college, and state university is required by Florida Statue (F.S. 1013.31) to conduct an educational plant survey. The purpose of this survey is to aid in formulating plans for housing the institution's educational programs and student population, faculty, administrators, staff, and auxiliary and ancillary services of the district or campus. A survey team consisting of representatives from the Board of Governors and peer institutions conducts the survey with the assistance of university staff.

Surveys for state universities are required to be performed, reviewed and approved by their Board of Trustees and submitted to the Board of Governors for approval. The survey report shall include an inventory of existing educational and ancillary plants, recommendations for existing educational and ancillary plants, and recommendations for new educational or ancillary plants.

The most recent educational plant survey for Florida State University was completed in February 2008. A copy of that survey team's recommendations for future University development is attached as well as an executive summary of the process. A full copy of the survey report will be available during the Board of Trustees Meeting or the survey report can be viewed on-line at www.facilities.fsu.edu/psm.html.

I recommend approval of the survey report.

JRC/ps

Attachment

Approved
Executive Summary
Florida State University Educational Plant Survey Report

Purpose of Survey

The purpose of an Educational Plant Survey is to aid in the formulation of five-year plans to house the educational programs, campus population, and auxiliary and ancillary services of the University. The process is required by Florida Statutes of all public educational entities. For the State University System it is a requirement that at a minimum of every five years, each university reports on the use of its existing facilities and project out five years its future facility needs. This projection must be based on an examination of data on its existing facilities and a projection of future needs based on anticipated university growth. Specific recommendations are provided to assist in the facilities planning process. The survey should be considered as one element in the overall facilities planning process, which begins with the Campus Master Plan, and includes the capital improvement element of the master plan for the long-term physical development of the university, the shorter-term five-year capital improvement program, and the development of specific building programs.

Process

The survey process is comprised of two main components: the facilities inventory validation component and the needs assessment component. The fieldwork portion of the processes is carried out by a survey team, which is directed by the Survey Leader from one of the University’s sister institutions. Other survey team members include staff from the Board of Governors Office of Finance and Facilities and staff from other universities who serve in the planning and space inventory areas of their institutions. A Survey Facilitator is assigned by the subject university to facilitate logistics, collection of data for inventory validation, development of the survey workbook used by the survey team, coordination of university activities, and final preparation and publication of the Survey Report. Significant preparation is necessary before each of the two survey components are carried out.

Ten categories of space have been identified as those needed to meet educational program requirements. These categories are included within the nationally recognized space classification, as identified within the Postsecondary Educational Facilities Inventory and Classification Manual, dated May 2006. The need for merchandising facilities, residential facilities, and special-purpose non-credit facilities such as demonstration schools, continuing education centers, or dedicated intercollegiate athletic facilities are not addressed in this report. An evaluation of facilities needs associated with these activities would require a separate analysis of demand measures and program requirements.

Surveys may be amended if conditions warrant a change in the construction program. Each revised Educational Plant Survey and each new Educational Plant Survey supersedes previous Surveys. This report may be amended, if conditions warrant, at the request of the University Board of Trustees. Recommendations contained in a Survey Report are null and void when a new Survey is completed.
Validation Component

The main purpose of the validation component is to ensure that the facilities inventory data used in the subsequent space needs assessment component fairly represents the facilities available to support educational programs. The buildings selected for validation include all buildings constructed since the last survey, all buildings affected by major renovation or remodeling, all buildings the University desires to change the designated condition to a satisfactory or unsatisfactory status, and additional buildings necessary to achieve a reasonable representation of all space categories. Identification of condition changes, variance in room sizes, and proper room use or space category classifications are the primary objectives of the Team. A list of variances is prepared and used to update the facilities inventory. The resulting inventory file, with any required adjustments, enables preparation of reports used in the needs assessment portion of the Survey.

Needs Assessment Component

The objective of the Survey Team during the space needs assessment component is to develop specific project recommendations consistent with approved programs in the Campus Master Plan. The space needs assessment activity includes an evaluation of the following elements:

- Projects proposed by the University
- The results of applying a quantitative space needs model
- Any special justification presented by the University.

University officials provide supporting information to the proposed projects, the results of the quantitative space needs model, and any special justifications to the Survey Team in the form of a Survey Workbook and presentations by university officials. Projects proposed by the University include site acquisition, site improvements, renovation, remodeling, and new construction. The projects are presented as part of an overall development plan that includes identification of proposed uses of space to be vacated because of occupying the new buildings and remodeling of existing buildings.

The space needs model applied is the State University System Space Needs Generation Formula (Formula). The Formula was designed to recognize space requirements for a site based on academic program offerings, student enrollment by level, and research programs. The most important measure in the Formula is student full-time-equivalent (FTE) enrollment. Other important measures include positions, research activity, and library materials. The following space categories are included in the Formula:

<table>
<thead>
<tr>
<th>Instructional</th>
<th>Academic Support</th>
<th>Instructional Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>Study</td>
<td>Student Academic Support</td>
</tr>
<tr>
<td>Teaching Laboratories</td>
<td>Instructional Media</td>
<td>Office/Computer</td>
</tr>
<tr>
<td>Research Laboratories</td>
<td>Auditorium/Exhibit</td>
<td>Campus Support Services</td>
</tr>
<tr>
<td></td>
<td>Teaching Gymnasium</td>
<td></td>
</tr>
</tbody>
</table>

The application of the Formula results in unmet space needs which are then compared to the proposed projects. In cases where the Formula does not support a proposed project, the University is provided the opportunity to present other forms of justification to validate a project's need. In some instances, proposed facilities meet program requirements which are not addressed in the Formula. An example of such a case is the laboratories for the magnets...
at the National High Magnetic Field Laboratory. These types of areas far exceed the space allowances provided in the Formula and are regarded as ineligible to meet the space needs generated by the Formula. Similar treatment is given to unique facilities within the existing facilities inventory, such as the Antarctic Core. This ensures that Formula space needs are compared to facilities specifically designed to meet those needs.

**Application of the Formula**

For this Survey the Formula was not generated and instead Factors were used, derived from the last time the Formula was run in 1997. The Factors used for the Survey Report can be found in the attached Table 8. The results of applying the Factors, based on the projected FTE for the out year 2013-2014, can be found in the attached Table 9. These projection are then used to analysis the space needs of the University. The analysis is done by determining the existing space (met need) and subtracting it from the projected need (Table 9) which results in a net space need. The existing space is calculated from the total net assignable square feet of existing space, space currently under construction and funded for construction, less space that is slated to be demolished. This analysis can be found in the attached Table 11.

**University's Request for Recommendations**

The University presents the proposed projects to the Team for consideration using the University’s 5-year PECO project list. To assist the Team, an analysis is done on the impact of these projects on the net space needs of the University. The analysis of the projects presented and there impact can be found in the attached Table 12. After all the projects are presented, the Team deliberates and prepares their recommendations which are presented to the University President at an exit interview. The President then sends a letter to the Chancellor at the Board of Governors explaining that these are the recommendations of the Survey Team.

**The Survey Report**

The Survey Report is prepared after the letter is accepted by the Chancellor as the actual recommendations. The report consists of an expanded version of the Survey process, the University character and structure, the physical plant, and the final recommendations of the Team. These recommendations, as they appear in the Survey Report in section ‘X – Recommendations of Survey Team’, are attached. Before the report can be submitted to the Board of Governors, it must first be approved by the Board of Trustees. The full report can be viewed on line at [www.facilities.fsu.edu/psm.html](http://www.facilities.fsu.edu/psm.html).
### TABLE 8
Space Standards Used in Ten Space Category Needs Generation

#### Main Campus

<table>
<thead>
<tr>
<th>Space Category</th>
<th>Space Factor/Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Classroom</td>
<td>11.62 ASF per FTE</td>
</tr>
<tr>
<td>2 Teaching Laboratory</td>
<td>16.25 ASF per FTE</td>
</tr>
<tr>
<td>3 Study</td>
<td>21.07 ASF per FTE</td>
</tr>
<tr>
<td>4 Research Laboratory</td>
<td>20.20 ASF per FTE</td>
</tr>
<tr>
<td>5 Office</td>
<td>48.15 ASF per FTE</td>
</tr>
<tr>
<td>6 Auditorium/Exhibition</td>
<td>3.00 ASF per FTE</td>
</tr>
<tr>
<td>7 Instructional Media</td>
<td>0.90 ASF per FTE</td>
</tr>
<tr>
<td>8 Student Academic Support</td>
<td>0.60 ASF per FTE</td>
</tr>
<tr>
<td>9 Gymnasium</td>
<td>4.81 ASF per FTE</td>
</tr>
<tr>
<td>10 Campus Support Services</td>
<td>5% of total ASF of other categories</td>
</tr>
</tbody>
</table>

#### Panama City Branch Campus

<table>
<thead>
<tr>
<th>Space Category</th>
<th>Space Factor/Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Classroom</td>
<td>11.17 ASF per FTE</td>
</tr>
<tr>
<td>2 Teaching Laboratory</td>
<td>5.90 ASF per FTE</td>
</tr>
<tr>
<td>3 Study</td>
<td>9.26 ASF per FTE</td>
</tr>
<tr>
<td>4 Research Laboratory</td>
<td>6.55 ASF per FTE</td>
</tr>
<tr>
<td>5 Office</td>
<td>23.29 ASF per FTE</td>
</tr>
<tr>
<td>6 Auditorium/Exhibition</td>
<td>3.00 ASF per FTE</td>
</tr>
<tr>
<td>7 Instructional Media</td>
<td>0.50 ASF per FTE</td>
</tr>
<tr>
<td>8 Student Academic Support</td>
<td>0.60 ASF per FTE</td>
</tr>
<tr>
<td>9 Gymnasium</td>
<td>N/A*</td>
</tr>
<tr>
<td>10 Campus Support Services</td>
<td>5% of total ASF of other categories</td>
</tr>
</tbody>
</table>

* Branch Campuses do not generate any gymnasium space.
### TABLE 9
Generated Net Assignable Square Feet by Space Category and Site

#### Main Campus
Based on 2013-2014 projected FTE of 28,769

<table>
<thead>
<tr>
<th>Space Category</th>
<th>ASF Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Classroom</td>
<td>334,296</td>
</tr>
<tr>
<td>2 Teaching Laboratory</td>
<td>467,496</td>
</tr>
<tr>
<td>3 Study</td>
<td>606,163</td>
</tr>
<tr>
<td>4 Research Laboratory</td>
<td>581,134</td>
</tr>
<tr>
<td>5 Office</td>
<td>1,385,227</td>
</tr>
<tr>
<td>6 Auditorium/Exhibition</td>
<td>863,307</td>
</tr>
<tr>
<td>7 Instructional Media</td>
<td>25,892</td>
</tr>
<tr>
<td>8 Student Academic Support</td>
<td>17,261</td>
</tr>
<tr>
<td>9 Gymnasium</td>
<td>138,379</td>
</tr>
<tr>
<td>10 Campus Support Services</td>
<td>182,106</td>
</tr>
</tbody>
</table>

**SITE TOTAL** 3,824,263

#### Panama City Branch Campus
Based on 2013-2014 projected FTE of 602

<table>
<thead>
<tr>
<th>Space Category</th>
<th>ASF Generated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Classroom</td>
<td>7,395</td>
</tr>
<tr>
<td>2 Teaching Laboratory</td>
<td>3,906</td>
</tr>
<tr>
<td>3 Study</td>
<td>6,144</td>
</tr>
<tr>
<td>4 Research Laboratory</td>
<td>4,336</td>
</tr>
<tr>
<td>5 Office</td>
<td>15,418</td>
</tr>
<tr>
<td>6 Auditorium/Exhibition</td>
<td>1,986</td>
</tr>
<tr>
<td>7 Instructional Media</td>
<td>331</td>
</tr>
<tr>
<td>8 Student Academic Support</td>
<td>397</td>
</tr>
<tr>
<td>9 Gymnasium</td>
<td>0</td>
</tr>
<tr>
<td>10 Campus Support Services</td>
<td>1,626</td>
</tr>
</tbody>
</table>

**SITE TOTAL** 41,638 *

* Adjusted - minus 1 FTE due to rounding on Form B
### TABLE 11
Analysis of Space Needs by Space Category
Main Campus

<table>
<thead>
<tr>
<th></th>
<th>Classroom</th>
<th>Teaching Lab</th>
<th>Study</th>
<th>Research Lab</th>
<th>Office</th>
<th>Aud/Exhibition</th>
<th>Instruct. Media</th>
<th>Student Academic Support</th>
<th>Gym</th>
<th>Campus Support Services</th>
<th>Total NASF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space Needs by Space Type 2013-14</td>
<td>334,296</td>
<td>467,426</td>
<td>606,163</td>
<td>581,134</td>
<td>1,385,227</td>
<td>86,307</td>
<td>25,892</td>
<td>17,261</td>
<td>130,379</td>
<td>182,108</td>
<td>3,024,263</td>
</tr>
</tbody>
</table>

Less:

1) Inventory as of December, 2007

| A) Satisfactory Space | 252,693   | 365,329      | 278,130| 336,545      | 1,033,144| 61,646        | 8,802             | 5,731                  | 50,867| 121,950                | 2,514,837  |
| B) Unsatisfactory Space to be Remodeled | 0         | 9,885        | 0      | 15,375       | 5,867    | 2,902         | 0                 | 0                     | 224   | 4,873                  | 39,125     |
| C) Unsatisfactory Space to be Demolished/Terminated | 0         | 1,398        | 114    | 11,076       | 6,677    | 4,671         | 0                 | 0                     | 0     | 7,450                  | 31,388     |
| D) Total Under Construction | 11,399    | 28,470       | 2,176  | 145,567      | 100,276 | 0             | 0                 | 1,757                  | 2,000 | 617                    | 292,262    |

- King Building (Life Sci. Teaching and Learning) 2,673 14,656 0 48,286 19,992 0 0 1,257 0 0 86,864
- Chemistry Building 2,476 0 0 53,674 20,671 0 0 0 0 0 82,821
- Psychology Phase II (Reading/Neuroscience Center) 4,600 4,200 0 30,098 25,481 0 0 0 617 55,166
- Stone Expansion (College of Education) 1,150 7,114 2,176 470 10,144 0 0 0 0 0 0
- Track Bldg. Expansion - Human Performance Lab 0 2,500 0 2,500 1,000 0 0 0 0 0 7,000
- Student Success Building 0 0 0 4,549 288 0 0 0 0 0 4,837
- Marine Sci. Research & Training Center 0 0 0 0 0 0 0 0 0 0 0 0
- Cape Wash Facility 0 0 0 0 0 0 0 0 0 0 0 0
- Utility/Systems/Infrastructure Improve-Phase I 0 0 0 0 0 0 0 0 0 0 0 0

Total Current Inventory 264,092 405,082 280,420 508,565 1,145,964 69,219 8,802 7,468 53,091 134,890 2,077,613

2) Projects Funded for Construction thru 2008

- Ruby Diamond Renovation [Westcott Building] 0 0 0 4,652 8,910 0 0 0 300 13,862
- Johnston Building Remodeling/Expansion 6,501 19,226 2,500 18,260 4,948 1,000 0 0 0 1,103 51,032

Total Funded Construction 6,501 19,226 2,500 18,260 9,600 9,910 0 0 0 1,103 64,894

Plus: Planned Construction 0 1,298 114 11,078 6,677 4,671 0 0 0 7,450 31,388

Net Space Needs 63,703 44,586 323,357 65,387 236,340 11,849 17,090 9,773 85,268 55,771 913,144

Percent of:

- Current Inventory and Funded Projects and Planned Projects minus Demolition
- Space Needs

### Percent of:
- Current Inventory and Funded Projects and Planned Projects minus Demolition
- Space Needs

|                     | 80.94% | 90.46% | 46.66% | 88.75% | 82.94% | 86.27% | 33.99% | 43.38% | 38.37% | 69.37% | 76.12% |

2013-2014 Space Needs based on projected FTE of 28,769
<table>
<thead>
<tr>
<th>Space Needs by Space Type 2013-14</th>
<th>Classroom</th>
<th>Teaching Lab</th>
<th>Study</th>
<th>Research Lab</th>
<th>Office</th>
<th>Aud/ Exhibition</th>
<th>Instruct. Media</th>
<th>Student Academic Support</th>
<th>Gym</th>
<th>Campus Support Services</th>
<th>Total NASF</th>
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<td>15,279</td>
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<td>1,099</td>
<td>0</td>
<td>17,683</td>
<td>3,257</td>
<td>0</td>
<td>452</td>
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<tr>
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<td>17,685</td>
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<td>41,375</td>
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<td>1,165</td>
<td>4,025</td>
<td>(10,704)</td>
<td>(19,920)</td>
<td>(1,271)</td>
<td>(478)</td>
<td>(55)</td>
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<td>Current Inventory and Funded Projects and Planned Projects minus Demolition</td>
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<td>229.20%</td>
<td>164.00%</td>
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2013-2014 Space Needs based on projected FTE of 682
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<th>Survey Rec. Number</th>
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<th>Study</th>
<th>Research Lab</th>
<th>Office</th>
<th>Audio/Exhibition</th>
<th>Instruct. Media</th>
<th>Student Academic Support</th>
<th>Gym</th>
<th>Campus Support Services</th>
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<td>69,387</td>
<td>236,307</td>
<td>11,484</td>
<td>17,090</td>
<td>9,773</td>
<td>85,268</td>
<td>55,771</td>
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<td>82.64%</td>
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<td>46.82%</td>
<td>89.61%</td>
<td>84.32%</td>
<td>85.27%</td>
<td>35.93%</td>
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<td>84.32%</td>
<td>85.27%</td>
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<td>46.26%</td>
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Total Net Space Needs

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Total Percent of Net Space Needs

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TABLE 12
Analysis of Facilities Inventory Impact of Survey Recommended Projects
Panama City Branch Campus

NO PROJECTS ARE PLANNED FOR PANAMA CITY BRANCH CAMPUS THROUGH FY 2013-2014.
X - Recommendations of Survey Team

The recommendations of the Survey Team, including site improvements and standard university-wide recommendations, were given to the University President upon the exit interview on February 27, 2008. Subsequent to this, the recommendations were amended and a letter explaining the University’s understanding of the final recommendations was sent to Chancellor at the Florida Board of Governors. The final recommendations of the Survey Team have been expanded and are provided below. Table 12 shows the impact of the recommendations on the facilities inventory for Main Campus. Panama City Branch Campus has no proposed projects and therefore has no Table 12.

Main Campus

Site Improvements Recommendations:

1.1 Land Acquisition – This project allows the university to continue purchasing properties surrounding the Main Campus as identified in the Campus Master Plan.

1.2 Landscaping and Site Improvements – This is a general recommendation to continue landscaping and site improvements consistent with the adopted Campus Master Plan.

Remodeling/Renovation/Addition Recommendation:

2.1 All projects requiring renovations to space vacated in conjunction with the construction of new facilities that require no significant changes in space categories are recommended.

2.2 Dittmer Building Remodeling (Building 0038) – Remodel all rooms resulting in a net assignable square footage increase in study/study service space (use codes 410, 412, 415, 420, 430, 440, 455) of 244 NSF; a net assignable square footage decrease in research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585) of -768 NSF; a net assignable square footage increase in office/office service space (use codes 310, 315, 350, 355, 710, 715) of 23 NSF; a net assignable square footage increase in student academic support/student academic support service space (use code 690, 695) of 1,000 NSF.

2.3 Tully Gymnasium Expansion/Remodeling (Building 0132) – Remodel all rooms and expand facility resulting in a net assignable square footage increase in classroom/classroom service space (use codes 110, 115) of 6,118 NSF; a net assignable increase in teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225) of 9,320 NSF; a net assignable square footage increase in study/study service space (use codes 410, 412, 415, 420, 430, 440, 455) of 5,000 NSF; a net assignable square footage increase in research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585) of 5,000 NSF; a net assignable square footage increase in office/office service space (use codes 310, 315, 350, 355, 710, 715) of 2,887 NSF; a net assignable square footage increase in gymnasium/gymnasium service space (use codes 520, 525) of 68,164 NSF.
2.4 College of Law Remodeling (Building 0032, 0047, 0048, and 1st District Court of Appeals**) – Remodel all rooms as required resulting in a net assignable increase in classroom/classroom service space (use codes 110, 115) of **10,000 NSF**; a net increase in teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225) of **2,500 NSF**; a net assignable square footage increase in study/study service space (use codes 410, 412, 415, 420, 430, 440, 455) of **4,000 NSF**; a net assignable square footage increase in office/office service space (use codes 310, 315, 350, 355, 710, 715) of **20,000 NSF**.

2.5 Gunter Building Remodeling (State Geological Facility**) - Remodel all rooms required resulting in a net assignable increase in research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585) of **6,000 NSF**; a net assignable square footage increase in office/office service space (use codes 310, 315, 350, 355, 710, 715) of **10,000 NSF**.

2.6 Kellogg Research Remodeling (Building 0006) - Remodel all rooms resulting in a net assignable square footage increase in classroom/classroom service space (use codes 110, 115) of **8,436 NSF**; a net assignable increase in teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225) of **5,989 NSF**; a net assignable square footage decrease in research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585) of **-15,914 NSF**; a net assignable square footage decrease in office/office service space (use codes 310, 315, 350, 355, 710, 715) of **-740 NSF**; a net assignable square footage increase in student academic support/student academic support service space (use code 690, 695) of **1,000 NSF**.

2.7 Eppes Hall Remodeling (Building 0005) – Remodel all rooms resulting in a net assignable square footage increase in classroom/classroom service space (use codes 110, 115) of **3,243 NSF**; a net assignable decrease in teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225) of **-935 NSF**; a net assignable square footage increase in study/study service space (use codes 410, 412, 415, 420, 430, 440, 455) of **3,500 NSF**; a net assignable square footage decrease in research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585) of **-2,587 NSF**; a net assignable square footage decrease in office/office service space (use codes 310, 315, 350, 355, 710, 715) of **-3,722 NSF**; a net assignable square footage increase in student academic support/student academic support service space (use code 690, 695) of **500 NSF**.

2.8 Biology Unit I Remodeling (Building 0039) – Remodel all rooms resulting in a net assignable decrease in teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225) of **-2,945 NSF**; a net assignable square footage increase in study/study service space (use codes 410, 412, 415, 420, 430, 440, 455) of **1,744 NSF**; a net assignable square footage increase in research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585) of **494 NSF**; a net assignable square footage decrease in office/office service space (use codes 310, 315, 350, 355, 710, 715) of **-60 NSF**; a net assignable square footage decrease in campus support services/campus support services service areas (use codes 720, 725, 730, 735, 740, 745, 750, 755, 760, 765) of **-826 NSF**.
New Construction/Expansion Recommendations:

3.1 Nursing/Health Facility – Construct new facility to include **10,000 NSF** of classroom/classroom service space (use codes 110, 115); **15,000 NSF** of teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225); **1,000 NSF** of study/study service space (use codes 410, 412, 415, 420, 430, 440, 455); **5,000 NSF** of research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585); **20,000 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715); **500 NSF** of instructional media/instructional media service space (use codes 530, 535); **500 NSF** of student academic support/student academic support service space (use code 690, 695).

3.2 Campus Support Building – Construct new facility to include **31,031 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715); **26,170 NSF** of campus support services/campus support services service areas (use codes 720, 725, 730, 735, 740, 745, 750, 755, 760, 765).

3.3 Clinical Training Center (Non-Medical) – Construct new facility to include **1,000 NSF** of classroom/classroom service space (use codes 110, 115); **5,000 NSF** of teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225); **2,500 NSF** of study/study service space (use codes 410, 412, 415, 420, 430, 440, 455); **2,000 NSF** of research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585); **20,000 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715).

3.4 Library Information Commons - Construct new facility to include **5,000 NSF** of classroom/classroom service space (use codes 110, 115); **50,000 NSF** of study/study service space (use codes 410, 412, 415, 420, 430, 440, 455); **2,500 NSF** of research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585); **16,000 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715); **2,000 NSF** of student academic support/student academic support service space (use code 690, 695).

3.5 Research Building #2 – Construct new facility to include **30,000 NSF** of research laboratory/research laboratory service space (use codes 250, 255, 570, 575, 580, 585); **15,000 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715); **1,200 NSF** of auditorium-exhibition/auditorium-exhibition service space (use codes 610, 615, 620, 625); **5,000 NSF** of instructional media/instructional media service space (use codes 530, 535).

3.6 Academic Community Complex – Construct new facility to include **6,000 NSF** of classroom/classroom service space (use codes 110, 115); **5,000 NSF** of teaching laboratory/teaching laboratory service space (use codes 210, 215, 220, 225); **16,000 NSF** of study/study service space (use codes 410, 412, 415, 420, 430, 440, 455); **55,000 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715); **10,000 NSF** of auditorium-exhibition/auditorium-exhibition service space (use codes 610, 615, 620, 625); **5,500 NSF** of instructional media/instructional media service space (use codes 530, 535); **2,000 NSF** of student academic support/student academic support service space (use code 690, 695); **500 NSF** of campus support
services/campus support services service areas (use codes 720, 725, 730, 735, 740, 745, 750, 755, 760, 765).

3.7 Teaching Classroom Building - Construct new facility to include **13,906 NSF** of classroom/classroom service space (use codes 110, 115); **2,000 NSF** of office/office service space (use codes 310, 315, 350, 355, 710, 715); **2,500 NSF** of student academic support/student academic support service space (use code 690, 695).

**Panama City Branch Campus**

No projects were proposed for Panama City Branch Campus for the next 5-year period.

**Standard University-wide Recommendations:**

SR1. All recommendations for new facilities to include spaces necessary for custodial services and sanitation facilities.

SR2. All projects for safety corrections are recommended.

SR3. All projects for corrections or modifications necessary to comply with the Americans with Disabilities Act are recommended.

SR4. Any project required to repair or replace a building’s components is recommended provided that the total cost of the project does not exceed 25% of the replacement cost of the building.

SR5. Expansion, replacement, and upgrading of existing utilities/infrastructure systems to support the educational plant (as expanded or modified by the recommended projects) are recommended.

** Remodeling based on the transfer of property to the University and totals include the estimated NSF of the facilities.
MEMORANDUM

TO: President T. K. Wetherell

FROM: John Carnaghi
      Mary Coburn

DATE: October 15, 2008

SUBJECT: Capital Improvement Trust Fund (CITF)
         Reallocation of Funds

The per credit hour student fee assessment includes the CITF fee of $2.44; FSU remits all CITF fee collections to the Board of Governors. Periodically, these funds are reallocated to the universities for student related facilities.

At its meeting in April 2008, the Board of Trustees approved CITF projects totaling $26,275,270; subsequently the Legislature reduced CITF funding to $20,232,000. Included in these projects was $3 million for expansion of the Rec SportsPlex and $13 million for Student Success Building, Phase II.

The scope of the SportsPlex project has been modified and, as a result, $1 million of the original $3 million is available for reallocation. It is requested that the Board of Trustees reallocate $1 million CITF from the SportsPlex project to the Student Success Building, Phase II. This reallocation, if approved, will enable completion of shell space on the third floor and provide the resources to absorb increasing construction costs.

There is no change to the $2.44 per credit hour fee to students by virtue of this revision.

Recommendation

That the Board of Trustees approve the reallocation of $1 million CITF funds from the SportsPlex project to Student Success Building, Phase II.

JRC/ps

Approved
MEMORANDUM

TO: President T. K. Wetherell
FROM: Lawrence G. Abele
DATE: November 14, 2008
SUBJECT: Termination of Degree Program
          Request for Approval – Consent Agenda

The Department of Family and Child Sciences is requesting the termination of the Family and Consumer Sciences Education degree program (CIP 13.1308). Since 2000, this program has endured consistently low enrollment, with the last student completing her degree in 2008. There have been no students admitted to this program since 2007. In addition to the low enrollment, one of two faculty members with expertise in the content area left FSU in 2005. Given the lack of enrollment as well as faculty resources, the department would like to officially delete the major from the Degree Program Inventory at both the Bachelor’s and Master’s levels.

Termination of this program will have little or no impact on enrollment in other majors within the degree program. The remaining faculty member will be reassigned to programs with higher student enrollment.

Following Board of Trustees approval, notice of this action will be forwarded to the Board of Governors for their information.

212 Westcott Building, Florida State University, Tallahassee, Florida 32306-1310
Telephone 850.644.1816, Fax 850.644.0172 • http://provost.fsu.edu/
MEMORANDUM

TO: President T. K. Wetherell
FROM: Lawrence G. Abele
DATE: November 14, 2008
SUBJECT: Agenda Item for Special Education Degree Program Realignment
Request for Implementation – Consent Agenda

The proposed realignment requested by the College of Education for the Childhood Education, Reading and Disability Services section of the Florida State University Degree Program Inventory consolidates all tracks of the Special Education (Bachelor’s, Master’s, Specialist, and Doctorate) degrees within the same C.I.P. code.

This realignment will result in the termination of the Emotional Disturbances/Learning Disabilities Degree (C.I.P. 13.1011) at the Bachelor’s, Masters, and Specialist levels and will move the Bachelor’s/Master’s combined program (major code 220707) with initial certification to Special Education (C.I.P. 13.1001). This change will make the preparation of Special Education teachers at Florida State be more consistent with the current statewide certification competencies.

There are no other changes to curriculum, student enrollment, faculty assignment, resource allocation, or any other aspect of the programs involved in this request.

This item was approved by the Academic Affairs subcommittee at the September 2008 meeting.

Approved

212 Westcott Building, Florida State University, Tallahassee, Florida 32306-1310
Telephone 850.644.1816, Fax 850.644.0172 • http://provost.fsu.edu/
MEMORANDUM

TO: Board of Trustees

FROM: T.K. Wetherell

DATE: November 6, 2008

SUBJECT: Legal Update

Ms. Betty Steffens will provide the Legal Update.

Approved

T.K. Wetherell
MEMORANDUM

TO:        Board of Trustees
FROM:      T.K. Wetherell
DATE:      November 6, 2008
SUBJECT:   University Relations Update

Ms. Lee Hinkle will provide an update on University Relations.

Approved

T.K. Wetherell
Florida State University
Campus Update

General News

- Florida State hosted an election night party attended by thousands of students, faculty and staff and televised by CBS News as part of the network’s election night coverage.
- President T.K. Wetherell delivered his annual State of the University address, targeting five areas for focus in the coming year: managing the economic crisis, fixing Florida’s higher-education governance system, continued focus on providing an outstanding education to students, higher priority for private funding, and building bridges to the community.
- Torch Awards have been presented to investment banker Clifford Hinkle (Vires), Betty Lou Joanis (Mores) and JoAnn Blackwell (Mores).
- The Knight Foundation has donated $1 million to renovate the lobby of Ruby Diamond Auditorium, an enhancement of the overall renovation project.
- Two Florida State research centers that are working to develop new advanced materials and design new energy technologies for the U.S. military will receive $8.5 million in federal funding. The Center for Advanced Power Systems will receive $6.1 million and the High-Performance Materials Institute will receive $2.4 million.
- Seven Days of Opening Nights has announced its 2009 season set for February 13 through March 1, with a special performance April 16. The festival features acts that form a celebration of American roots music, plus a tragedy/comedy meld of Shakespeare and The Simpsons, flamenco dance, indie film, Pulitzer-Prize-winning authors, touring arts exhibits from the Ringling Museum and more.
- Florida State University has jumped 10 points among all universities and ranks as one of the top 50 public universities in the United States as listed by U.S. News and World Report’s “America’s Best Colleges 2009.”
- The incoming Class of 2012 is the best ever, with a high school GPA of 4.0, an SAT score of 1261 or an ACT of 28.
- The Pathways of Excellence initiative—the University’s plan to become one of the nation’s top research and graduate education universities—is well under way. Under its innovative interdisciplinary faculty cluster approach, as of fall 2008, a total of 23 new faculty members have arrived on campus and additional hiring is ongoing.
- With the purchase of a massive, 25,000-volume collection of books and other materials related to religion and culture in Asia, Florida State University has vaulted into the front ranks of universities that offer Asian studies in the southeastern U.S.
- Scott Atwell has been named President of the Alumni Association.
- FSU has been ranked #1 in the nation among top research universities in graduation rates for African-Americans. A recent report says no other large public universities have been able to match FSU’s success.
- FSU and the Mayo Clinic have signed a historic agreement to work as research partners in the question to improve health care for Floridians and all Americans.
- FSU has been ranked #58 of the top 4000 universities worldwide in the 2008 Webometrics Ranking of World Universities.
• FSU’s colleges of law and medicine are among the best in the nation for Hispanics, according to Hispanic Business magazine, another indication that FSU is becoming known as a national beacon for Hispanic students. Not only is the population of Hispanic students climbing, but FSU is also developing innovative ways to educate all students about the emerging Spanish culture.

Students
• Elizabeth Barre, a doctoral candidate in religion, has received the renowned $23,000 Charlotte W. Newcombe Doctoral Dissertation Fellowship.
• Offering a four-point energy plan, political science major Amanda Woods is one of three winners of a national essay contest sponsored by the Presidential Forum on Renewable Energy.
• FSU student Rebecca Stone has been selected for the prestigious Goldwater Scholarship, the nation’s premier award for math, science and engineering majors. Her sister, FSU student Amanda Stone, is attending Oxford University in 2008 as the recipient of a $23,000 Rotary International Ambassadorial Scholarship.
• FSU is generating unprecedented numbers of applicants for prestigious awards, thanks to the Office of National Fellowships.

Faculty
• College of Engineering Dean Ching-Jen “Marty” Chen has won the prestigious Fluids Engineering Award from the American Society of Mechanical Engineers.
• Geochemical oceanographer Laura Lapham has won a 2008 L’Oreal USA Fellowship for Women in Science.
• Francis Eppes Professor Max Gunzburger is the recipient of the W.T. and Idalia Reid Prize in Mathematics in recognition of his work in computational mathematics and developing mathematical models of science and engineering problems.
• FSU Professor of English Stanley E. Gontarski, an acclaimed scholar and critic, editor, dramatist and teacher has been named the 2008-09 Robert O. Lawton Distinguished Professor, the highest honor bestowed by the FSU faculty on one of its own.
• Business Professor William Christiansen has received FSU’s Distinguished Teacher Award.
• Chemistry Professor Alan G. Marshall is the winner of the prestigious 2008 Ralph and Helen Oesper Award from the Cincinnati Division of the American Chemical Society.
• Veteran Professor of Chemistry and Biochemistry Jack Saltiel has been elected a Fellow of the Inter-American Photochemical Society.
• Penny Gilmer, a professor in the Department of Chemistry and Biochemistry, has been named a Fellow of the Association of Women in Science.
• FSU doctoral faculty in five academic areas have been ranked among the tops in the nation according to the Faculty Scholarly Productivity Index: social work—#4 in the nation; Spanish—#4 in the nation; marketing—#5; oceanography—#8; atmospheric sciences—10.

Colleges and Schools
College of Arts & Sciences
• With the support of a $2 million grant from the National Institutes of Health to fund a state-of-the-art microscope, Florida State University has become one of the world’s top imaging centers.
• The Atlantic magazine has listed FSU’s graduate-level Creative Writing program among the nation’s top 10 and the Ph.D. program in the nation’s top 5.
• U.S. News & World Report ranks FSU’s graduate program in nuclear physics as 13th in the nation and the graduate program in analytical chemistry as 14th in the nation.

**College of Business**
• The College of Business undergraduate program is ranked 29th among public universities by U.S. News & World Report’s “America’s Best Colleges 2009”
• The Risk Management/Insurance program is ranked fourth in the country among public universities and the Real Estate program eighth nationally in the same publication
• A $1.8 million gift to the Jim Moran Institute for Global Entrepreneurship will bolster the College of Business’ services, especially to entrepreneurs in economically disadvantaged communities in South Florida
• The undergraduate program has gained 12 points, ranking #30 in the nation in the latest BusinessWeek rankings
• The Bank of America has provided a $2 million grant to establish the Gene Taylor/Bank of America Center for Banking and Financial Studies
• The College of Business undergraduate accounting program is ranked 20th among public schools by Public Accounting Report

**College of Communication**
• U.S. News & World Report’s 2009 listing of “America’s Best Graduate Schools” ranks the master’s program in speech-language pathology as 18th in the nation.

**College of Education**
• The College of Education’s higher-education program is ranked 18th among all higher-education administration programs nationally in U.S. News & World Report’s 2009 listing of “America’s Best Graduate Schools”
• In the same publication, education policy was 19th; student counseling and personnel services was 19th; education administration and supervision was 19th, and education psychology was 24th.
• The Program in Higher Education has been rated exemplary in a survey of faculty in the field at more than 100 universities.

**College of Engineering**
• Florida State University has been selected as the lead university for the new Florida Center for Advanced Aero-Propulsion, a collaboration of the state’s premier researchers in aerospace and aviation.

**College of Information**
• The college ranks in the nation’s top 10 graduate programs, according to U.S. News & World Report.

**College of Law**
• Nine months after graduation, 99.6 per cent of the Class of 2007 was employed, pursuing a graduate degree or not seeking work.
• The College of Law continues to rise in U.S. News & World Report rankings. The environmental law program in ranked 10th in the nation in the 2009 rankings. For the first time ever, in the 2008 U.S. News rankings, the tax law program has been specially ranked, at 21st. FSU’s academic reputation is in the top tier of American law schools, and the overall law school ranking has risen 14 slots in the past three years.
• FSU College of Law graduates have once again earned the state’s top passing rate on the Florida Bar Exam.
• The College of Law has again been named one of the Top 10 law schools in the nation for Hispanics.
College of Medicine
- Florida State has once again been recognized for its production of family doctors.
- In an important milestone in its development, the College of Medicine has graduated its first Ph.D. student, Dillon Fritz, who received a doctorate in biomedical sciences.
- Dr. John P. Fogarty, formerly senior associate dean for operations and associate dean for primary care at the University of Vermont, joined the university as dean of the College of Medicine.
- The College of Medicine has been recognized as one of the top medical schools in the nation for the percentage of its graduating doctors who choose to specialize in family medicine, according to the American Academy of Family Physicians.

College of Motion Picture, Television and Recording Arts
- Film School Dean Frank Patterson has been named a top mentor to Hollywood filmmakers.
- Film School graduate Z. Eric Yang has won a Student Academy Award for his film, "The State of Sunshine." The award marked the fifth time in four years that a Student Academy Award has gone to a Film School student.
- Film School students Sou Yun Sim and Michael Lloyd Green have won first prize for their film, "The Wall," in the 29th annual College Television Awards. Atiya Wheelings and Iman Zawahry took third place for "Tough Crowd." These prizes bring the total number of Film School wins to 24 in 17 years.
- Film School alumnus Z. Eric Yang and undergraduate Catherine Rehwinkel have won Directors' Guild awards for top minority and women filmmakers.

College of Music
- A recent study from the Journal of Research in Music Education calls FSU’s College of Music the single most influential institution since 1990.

College of Social Sciences
- The master's program in public affairs has been ranked 27th in the nation in the 2008 U.S. News & World Report rankings.
- The political science department has been ranked 22nd among all U.S. universities and eighth among public universities based on the success of its Ph.D. graduates in the academic job market according to a study published in PS, an official journal of the American Political Science Association.

College of Visual Arts, Theatre and Dance
- The John and Mable Ringling Museum of Art has partnered with New York's Baryshnikov Arts Center to launch the Ringling International Arts Festival, a new biennial performing and visual arts festival set for Oct. 7-11, 2009, on the Florida State University cultural campus in Sarasota.

Environment
- The Psychology Building, James E. 'Jim' King Life Sciences Building and the Morcom Aquatic Center have opened.
- The Dunlap Student Success Center is open, housing the Career Center and the Center for Leadership and Civic Education.
- FSU's new Chemical Sciences Laboratory has opened, heralding the dawn of a new era for the university's science community.
- The FSU Rec Sportsplex is open. The new facility represents a four-fold increase in outdoor recreational space on campus and, at 108 acres, is one of the country's largest outdoor collegiate recreational facilities.
A new facility could vault the university to the top of the list of American universities specializing in research into new materials. The $17 million building, scheduled to be ready by fall 2008, will be a two-story, 44,000-square-foot facility that houses 13 laboratories for the design, process and characterization of advanced materials and systems. It will house FSU’s Center of Excellence in Advanced Materials.

The university is currently developing, designing, breaking ground or has under construction about $500 million worth of facilities.

**Athletics**

- Track star Walter Dix won two bronze medals at the 2008 Beijing Olympics. With 13 participants, the 2008 Games had the largest contingent of Seminoles ever.
- Seminole football players Myron Rolle and Christian Ponder both completed their undergraduate degrees magna cum laude in less than three years.
- Catcher Buster Posey became the most highly decorated player in college baseball history.
- A school record 27 student-athletes were named to all-ACC Academic teams in 2007-08, while 170 Seminoles achieved ACC Academic Honor Roll status.
- In spring semester 2008 197 student athletes achieved a 3.0 GPA or better, and eight athletic teams had a 3.0 or higher GPA.
- Eleven student-athletes made the spring 2008 President’s List with a perfect 4.0 GPA, while 60 student-athletes earned Dean’s List status.
- Based on their community service, FSU’s student-athletes are at the top of the Outreach Honor Roll from the National Consortium for Academics & Sports.

**Funding**

- Philanthropist and circus enthusiast Howard Tibbals has donated $4 million to expand the Tibbals Learning Center at the John and Mable Ringling Museum of Art in Sarasota.

**Seminole Tribe of Florida**

- The university and the Seminole Tribe of Florida continue to work in partnership to strengthen our ties and to recognize and help preserve the tribe’s heritage and unconquered spirit.

This document is updated regularly. Go to [www.unirel.fsu.edu](http://www.unirel.fsu.edu) and click on Campus Update.

11/5/08
University Relations & Advancement
Report to Board of Trustees

VICE PRESIDENT'S OFFICE
Florida State University Branding/Identity Project: Continued to lead the initiative to develop and promote Florida State University's unique identity. Supporting this effort, and based on their research, the firm of Siegel+Gale have unveiled to multiple audiences an identity campaign, based on the Strength, Skill, Character core-values theme, to include key messages and visual system and graphic identity standards that will apply to all university print, audio, visual and online communications and promotional efforts. The final version of the key messages and visual system will be available for campus-wide use by the first of the year.

Election Night Party: In coordination with the university community, created an election night party with just three days' notice when CBS News informed the university that they wanted to televise election response and reaction from the Florida State campus. Nearly 50,000 invitations went out, and thousands of students, faculty and staff attended the event, held in the President's Box and the stadium.

Special Events: Managed numerous special events through September and October, including the Fall Meeting of the General Faculty and unveiling of the Nobel Laureate busts, dedications of the McIntosh Track & Field Building and Morcom Aquatic Center, grand opening of the Psychology Building, Pathways of Excellence lecture, Knight Foundation press conference announcing a major gift for Ruby Diamond Auditorium, and associated hospitality activities. Engaged in extensive planning for university outreach and hospitality through the President’s Box at home football games and President’s House hospitality.

Museum Space: The initiative continues to convert the Werkmeister Humanities Reading Room into a centralized museum space offering exhibits and displays on Florida State history. A group of internal and external representatives has been assembled to plan and raise funds for the project.

Heritage Protocol/Heritage Day 2009: Planning has begun on Heritage Day 2009, which will feature opening of the Mary Lou Norwood Reading Room in Strozier Library as well as related events focusing on campus construction and transitions.

Seminole Tribe of Florida: Facilitated a half-time appearance of students from the Seminole Tribe of Florida who participated in a health initiative, “Our Way 2 Health,” created by Myron Rolle, recent magna cum laude graduate and football player who plans to be a physician.
Seven Days of Opening Nights: Announced the schedule for the festival’s 11th season, which features events throughout the community September 24, and priority ticket sales continued until November 3, with excellent results. Sales to the general public are in progress and several sell-outs are anticipated by the middle of November.

Staffing: In support of the Alumni Association, and to serve the university most cost-effectively, several members of the University Relations and University Communications staff have been transferred to the association or have taken on additional responsibilities.

ALUMNI ASSOCIATION

Personnel: The association has filled out its organization chart with the addition of several new staff members, all of whom are Florida State graduates. Sal Nuzzo has come on board as chief of staff and Mandi Capeletti has been hired as senior director of programs and outreach, while Tom Block and Jay Wirth have been transferred from University Communications to serve as assistant directors of programs for club relations. To help pave the way for these hires, University Relations has taken on additional responsibility for print design work and web/internet design.

Board Review: The National Board of Directors came away from its first meeting in a year with great enthusiasm and a busy agenda. Two committees are under way with work that includes writing a strategic plan and creating a new architecture for Seminole Clubs.

Centennial: The association is in the planning stages for a 100th anniversary celebration in 2009. A fundraising campaign will take place among former alumni board members and Circle of Gold recipients to raise $100,000 for funding a lecture series, special events and a new reunion.

Marketing: A new marketing campaign themed around the Centennial will encourage lifetime memberships by offering a special premium: a limited edition reproduction of the original FSU Fight Song, hand-signed by Tommie Wright.

Outreach: The football season has provided many opportunities for outreach, both home and away. Home game weekends include a Friday Open House at the Alumni Center with live jazz, and a pre-game tailgate at Howser Stadium. Road games have featured lively pre-game events, including two in Atlanta that drew well over 2,000 fans combined.

Homecoming: The Association has moved forward in its traditional role in the organization and management of Homecoming events. Among this year’s changes: After several years as an evening event, the Alumni Homecoming Breakfast has returned to its traditional breakfast format, featuring the presentation of the Sliger Award to former President Sandy D’Alemberte and three Grads Made Good: Jonathan King (Film) Neill McKee (Communication) Kathleen Parker (Arts and Sciences). The parade Grand Marshall is Olympic bronze medalist Walter Dix.
GOVERNMENTAL RELATIONS

Election Results: Florida State University has 23 alumni in the legislature.

Economic Outlook: The Florida Economic Estimating Conference met in October to revise the forecast for the state's economy. The report pushes out the expected date for a return to normal economic growth until the last quarter of Fiscal Year 2009-10, followed by a slow and protracted recovery period.

UNIVERSITY COMMUNICATIONS

Our Issues Management Efforts: In consultation with the Issues Management Group, University Communications managed numerous news and public relations matters, including high-level recognition, such as faculty and student honors, legislative and governance issues, including responses to reduced budgets as well as academic and conduct concerns relating to student-athletes.

Election Night Coverage: University Communications took the lead in working with CBS News on its Election Night coverage of campus reaction to 2008 election results.

We're Continuously Telling the FSU Story: In addition to distributing dozens of news releases each month, University Communications continues to provide news about the university through a wide variety of media, including the Florida State Times, FSU Radio Headlines -- which airs across northern Florida three times each weekday -- monthly FSU TV Headlines -- which is broadcast statewide -- the fsu.edu and fsu.com home pages and the weekly fsu.com e-newsletter. The fsu.com home page has added video and photographic enhancements to attract more users. In addition, FSU's cable Channel 4 continues to televise more than 2,000 hours a year of original programs about activities at FSU.

FLORIDA STATE FOUNDATION

Budget Restructuring: Although 2008 was a record-setting fundraising year for the university as a whole, the endowment continues to be challenged by the current economic downturn. In the first quarter of this fiscal year, the Foundation’s investment performance was down nearly 11 percent. In response to this, as well as other economic factors, the Foundation trimmed its operating budget by nearly $700,000 and froze eight vacant positions. Although the budget was cut, the Foundation reiterated its commitment to the funding of travel costs for prospect and donor visits and the funding of prospect research. Each of these areas is vital to the solid launch of the capital campaign.

Board of Trustees: The Foundation Board of Trustees met Oct. 24. Four members will conclude their service at the end of the year: Phil Blank, Frank DiCristina, Sam Skogstad and Mark Hillis. Mr. Hillis joined the board in 1995 and was the longest serving member.

The board welcomed two new members: Bob Caton, from Lumberton, N.C., who is the new Seminole Booster chair, and Maury Kolchakian from Tallahassee who is the new FSU Alumni Association Board chair. Both of these individuals join the Foundation board as ex-officio members.
Women and Philanthropy: The Women and Philanthropy program was re-launched. A total of 150 women, nominated primarily by deans, were invited by Ginger Wetherell to take part in a steering committee with a mission to highlight giving and leadership opportunities at FSU.

SEMINOLE BOOSTERS

Annual Fund: As of September 30, 2008, the Seminole Boosters annual fund included 15,516 members (13,142 Regular Boosters and 2,374 Student Boosters) who had pledged $13,959,766. Cash collected was $8,425,155. These numbers compare to September 30, 2007 ($14,308,991 in pledges, 16,828 members--14,494 Regular Boosters and 2,334 Student Boosters—and cash collected $9,762,577).

The fund is running a little less than two percent below the record year of 2007. Since there has been a gain in membership and dollars in the past month, despite the current economic woes, the year is expected to close somewhat stronger overall.

Legacy Campaign Reaches $96,463,517: The Legacy Campaign has attracted $1,533,770 since July 1, 2008. The campaign has reached $96,463,517 in pledges, with a goal of $110 million.

11/05/08
MEMORANDUM

TO:      Board of Trustees

FROM:    T.K. Wetherell  \( T.K. \), President

DATE:    November 6, 2008

SUBJECT: Siegel+Gale Final Report

Ms. Lee Hinkle will provide an update on the Siegel+Gale Final Report.
MEMORANDUM

TO: Board of Trustees
FROM: T.K. Wetherell
DATE: November 6, 2008
SUBJECT: FSU Foundation Fundraising Report

Mr. Charles Rasberry will provide a report on FSU Foundation Fundraising.

Approved

T.K. Wetherell
Financial Position of the
The Florida State University Research Foundation
As of September 30, 2008

Organization and Purpose of the Florida State University Research Foundation

According to its Articles of Incorporation, the Florida State University Research Foundation (FSURF) is organized as a 501(c)3 corporation and is operated exclusively for scientific and educational purposes for the benefit of The Florida State University. The purposes of this corporation include the promotion and encouragement of, and assistance to, the research, creative and training activities of faculty, staff and students of The Florida State University.

The corporation is to provide means by which discoveries, inventions, processes and work products of faculty, staff and students of the University may be patented, developed, applied, and utilized in order that the results of such research shall be made available to the public and that funds be made available from such discoveries, inventions processes and work products for further research and creative activities at The Florida State University.

All assets and earnings of the corporation shall be used exclusively for the purposes set forth above, including the payment of expenses incidental thereto.

The corporation reports to the President of the University and operates in support of the Office of the Vice President for Research (OVPR).

As per an April 5, 1994 memorandum issued by University President Talbot D'Alemberte, The FSU Research Foundation is responsible for administering awards funded with private monies for research, development and creative activities of the University for faculty, staff and students for which services and/or products are required and where there is a commitment of University personnel, equipment or other facilities. The Research Foundation is also responsible for administering income derived from patents and copyrights.

Fiscal Position of the FSURF as of September 30, 2008

The FSURF has divided its cash in two investment categories. The long term account consists of monies that the FSURF does not need to accommodate short-term cash needs. The short terms accounts are established for monies to accommodate short-term cash needs.
Long-Term Investments:

The FSURF has its long term investments in a quasi-endowment with the Florida State Board of Administration (SBA) in its Commingled Asset Management Program. The investments are split on an approximate 50/50 basis with 50% in their Domestic Equity Index Pool - which follows the Russell 3000 Index excluding tobacco - and 50% in their Fixed Income Index Pool - which follows the Lehman Brothers Aggregate Bond Index.

The funds were primarily accumulated from Taxol royalties and are of this date legally committed. The funds and earnings are committed as bond guarantees for Buildings A and B in Innovation Park, held for supplemental funding in building construction or renovation, and used to honor commitments to the University’s Eppes Professor Program.

Balances in the long term funds as of September 30, 2008 are given on the attached table. Reports have not yet been received for October 2008 from the State Board of Administration.

Short Term Investments:

The FSURF has its short term investments with the Florida State Board of Administration Local Government Investment Pool (LGIP). In December 2007, the pool was divided into two sub-pools, Fund A and Fund B, to protect investors in the LGIP from the fiscal consequences they could be facing as a result of the sub-prime exposure to it.

The liquidity of Fund A was restricted, but not so significantly as to impair the ability of the FSURF to access monies it needed. Sub-prime investment instruments were transferred to Fund B. As these instruments mature or as investment earnings are realized from them, monies from Fund B are transferred to Fund A as repayment of principal.

Current balances for funds A and B are given in the attached table. The FSURF faces an unrealized loss in the amount of $516,937.09 as of September 30, 2008 in Fund B. This figure is not reflected in the balance given in the attachment.

Additionally, as of September 30, the FSURF had a balance of approximately $2,000,000 in its account with the Bank of America.

The bulk of the short term investment accounts consists of committed monies held for others and available for short-term cash needs. These include, for example, the Principal Investigator grant or royalty accounts. The Building Maintenance and Equipment Reserve as required by bonding agreements is kept with the short term investments. Monies earmarked for building construction, building renovation, major scientific equipment purchases, as approved by the Board of Directors of the FSURF are kept in this fund.

The short term investments include monies to cover the annual operating budget of the FSURF, for FY 2009 in the amount of $3,396,000.
## FSURF LONG-TERM Investment Earnings

<table>
<thead>
<tr>
<th>Month</th>
<th>Domestic Equity Balance</th>
<th>Equity Percent of Total</th>
<th>Fixed Income Balance</th>
<th>Fixed Percent of Total</th>
<th>Total Market Value</th>
<th>YTD Rates of Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2007</td>
<td>37,426,645.74</td>
<td>47.75%</td>
<td>40,949,664.99</td>
<td>52.25%</td>
<td>78,376,310.73</td>
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</tr>
<tr>
<td>7/31/2008</td>
<td>37,133,397.58</td>
<td>47.91%</td>
<td>40,378,911.68</td>
<td>52.09%</td>
<td>77,512,309.26</td>
<td>-0.78%</td>
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<tr>
<td>8/31/2008</td>
<td>37,702,641.51</td>
<td>48.34%</td>
<td>40,296,442.91</td>
<td>51.66%</td>
<td>77,999,084.42</td>
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<td>9/30/2008</td>
<td>34,164,961.93</td>
<td>46.46%</td>
<td>39,363,910.60</td>
<td>53.54%</td>
<td>73,528,872.53</td>
<td>-8.71%</td>
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<td>10/31/2008</td>
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<td>1/31/2009</td>
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<td>2/28/2009</td>
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</table>

## FSURF SHORT-TERM Investment Earnings in Funds A and B

<table>
<thead>
<tr>
<th>Month</th>
<th>Current Month Earnings</th>
<th>Investments/ (Divestments)</th>
<th>Management Fees</th>
<th>Year-to-date Earnings</th>
<th>SBA Annualized Rates</th>
<th>Fund A Ending Market Value</th>
<th>Fund B Ending Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2008</td>
<td></td>
<td>(383,441.20)</td>
<td>(224.59)</td>
<td>91,543.65</td>
<td>2.44%</td>
<td>44,126,673.48</td>
<td>2,785,901.49</td>
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<tr>
<td>7/31/2008</td>
<td>91,543.65</td>
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<td></td>
<td>91,543.65</td>
<td>2.44%</td>
<td>43,834,821.34</td>
<td>2,644,342.69</td>
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<tr>
<td>8/31/2008</td>
<td>90,996.81</td>
<td>(1,757,573.15)</td>
<td>(220.57)</td>
<td>182,540.46</td>
<td>2.47%</td>
<td>42,168,024.43</td>
<td>2,601,915.84</td>
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<tr>
<td>9/30/2008</td>
<td>82,638.51</td>
<td>(4,262,060.61)</td>
<td>(203.25)</td>
<td>265,178.97</td>
<td>2.43%</td>
<td>37,988,399.08</td>
<td>2,563,976.45</td>
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<td>10/31/2008</td>
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<tr>
<td>YTD Total</td>
<td></td>
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<td></td>
<td>265,178.97</td>
<td>2.43%</td>
<td>(648.41)</td>
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</tbody>
</table>
MEMORANDUM

TO: Board of Trustees

FROM: T.K. Wetherell
President

DATE: November 6, 2008

SUBJECT: Investment Status/Finance/Budget Report by FSU Foundation, Seminole Boosters & Research Foundation

Ms. Lee Hinkle will provide an update on the Investment Status/Finance/Budget Report by FSU Foundation and Seminole Boosters.
MEMORANDUM

TO: Board of Trustees
FROM: T.K. Wetherell
DATE: November 6, 2008
SUBJECT: Academic Affairs Update

Dr. Lawrence G. Abele will provide an update on Academic Affairs.

Approved

T.K. Wetherell
MEMORANDUM

TO: President T. K. Wetherell
FROM: John Carnaggio
Mary Coburn
SUBJECT: Student Fee Assessments – Local Fees
Academic Year 2009-2010
Main Campus and Sarasota Campus

Florida Statutes establish parameters for local student fee assessments and delegate approval authority to the Board of Trustees. Local fee assessments include the Activity and Service (A&S) fee, Athletic fee, and Health fee. Expenditures from local fee revenues are restricted to the purpose for which collected.

Local fees are recommended for increase effective Fall Term, 2009 as noted below:

<table>
<thead>
<tr>
<th></th>
<th>2008-2009 Actual per Credit Hour</th>
<th>Requested Increase per Credit Hour</th>
<th>2009-2010 Proposed Per Credit Hour</th>
<th>Projected Additional Revenue 2009-2010 **</th>
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<tr>
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<td>$9.48</td>
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</table>

* Health fee is allocated to the Thagard Student Health Center and the University Counseling Center.
** Based on 1,036,000 credit hours projected for Academic Year 2009-2010.
** This recommendation does not apply to the Sarasota campus.

All fee increases have been approved by a Committee established for the purpose of considering and evaluating the recommendations. The Committee membership was comprised of 50% students and 50% staff, and the recommendations were discussed at a duly noticed public hearing. The Activity and Service fee increase was approved by the Student Government Association Budget Committee as part of the statutorily required budget development process.

A&S Fee
Recommend Board of Trustee approval to increase the main campus and Sarasota campus A&S fee by $.48 per credit hour effective Fall Term, 2009.

Health Fee
Recommend Board of Trustee approval to increase the main campus and Sarasota campus Health fee by $.43 per credit hour effective Fall Term, 2009.

Athletic Fee
Recommend Board of Trustee approval to increase the main campus Athletic fee by $.30 per credit hour effective Fall Term, 2009.

Approved

313 Westcott Building, Florida State University, P.O. Box 3061340, Tallahassee, FL 32306-1340
Telephone 850.644.5590 • Fax 850.644.6297 • www.studentaffairs.fsu.edu
MEMORANDUM

TO: Board of Trustees

FROM: T.K. Wetherell

DATE: November 6, 2008

SUBJECT: Student Affairs Activities Update

Dr. Mary Coburn will provide an update on Student Affairs Activities.

Approved

211 Westcott Building, Florida State University, P.O. Box 3061470, Tallahassee, FL 32306-1470
Telephone 850.644.1085 • Fax 850.644.9936 • http://president.fsu.edu/
MEMORANDUM

TO: President T. K. Wetherell

FROM: John Camaghi

DATE: October 29, 2008

SUBJECT: Campus Development Agreements
Request for Approval

In 1993, the Florida Legislature passed legislation that recognized the unique relationship between university campuses and local governments. Chapter 1013.30, F.S., describes the processes by which universities are required to develop, maintain, and update campus master plans and associated campus development agreements with local governments.

Each university board of trustees is required to prepare and adopt a campus master plan for the university. On June 13, 2008, the Florida State University Board of Trustees adopted the updated Campus Master Plan.

This legislation also requires each university board of trustees to prepare and execute a campus development agreement for each affected host government. These agreements must describe the impact of future university development on public facilities and services and natural resources of host governments. The agreement must identify the impacts on these services and resources, the improvements necessary to mitigate any adverse impacts, and the university's “fair share” of the cost of such improvements. For the recently adopted Campus Master Plan, campus development agreements have been negotiated with the City of Tallahassee, for the Main and Southwest Campuses, and the City of Panama City for the Panama City Campus.

Upon execution of this agreement by the City of Tallahassee, Florida State shall seek funding to cover these “fair share” costs through the State University Concurrency Trust Fund. These costs have been estimated to be $6,278,791 for the agreement with the City of Tallahassee. It has been determined that future development plans on the Panama City Campus will not have any significant impacts on services and resources provided by the City of Panama City; therefore, no funds shall be sought from the trust fund for this agreement.

I recommend your approval of the Campus Development Agreements with the City of Tallahassee and the City of Panama City. Should there be any unforeseen changes necessary to finalize these Agreements; the Board will authorize the President to make such changes.

JRC/ps

Attachment

Approved

214 Westcott Building, Florida State University, P.O.Box 3061320, Tallahassee, FL 32306-1320
Telephone 850.644.4444, Fax 850.644.4447
CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA STATE UNIVERSITY AND THE CITY OF PANAMA CITY

THIS AGREEMENT is made and entered into this ____ day of ______________, 2008, by and between the CITY OF PANAMA CITY (herein referred to as the "City"), a municipal corporation of the State of Florida, and THE FLORIDA STATE UNIVERSITY, acting for and on behalf of THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida (hereinafter referred to as "FSU").

WITNESSETH:

WHEREAS, the Florida State University Panama City Campus is considered to be 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 Panama City, 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, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

WHEREAS, the FSU has prepared and adopted a campus master plan for the Florida State University, which includes the Panama City Campus, in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and

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

WHEREAS, the campus development agreement shall determine 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 shall identify 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 shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify FSU'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 "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.

2.2 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.

2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

2.4 The term "campus master plan" means the Florida State University Comprehensive Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes.

2.5 The term "comprehensive plan" means the City of Panama City Comprehensive Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3187, Florida Statutes.

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

2.7 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.

2.8 The term “development order” means any order granting, denying, or granting with conditions an application for a development order.

2.9 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance or any other official action of local government having the effect of permitting the development of land.
2.10 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.

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

2.12 The term "state land planning agency" means the Department of Community Affairs.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of FSU and 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 FSU and the City.

4.2 FSU 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 FSU.

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 herein, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement.

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, FSU, 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 FSU Campus Master Plan, as 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 FSU Campus Master Plan, may proceed without further review by the City if it is consistent with the terms of this Agreement and the FSU 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, as referenced in Section 14.0 of this Agreement, 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 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2015, unless extended by the mutual consent of FSU 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 The stormwater management system for the FSU Panama City Campus is a combination of percolation, overland flow, exfiltration systems, and positive drainage systems with outfalls to North Bay.

7.2 The potable water and fire protection needs for the FSU Panama City Campus are provided by the City.

7.3 Sewage generated by the FSU Panama City Campus is pumped into a force main owned and operated by the City. Sanitary sewage treatment is also provided by the City.

7.4 Solid waste (trash) is collected in dumpsters located throughout the campus and transported to the Bay County Landfill for disposal.

7.5 Passive recreation and open space facilities are provided by FSU. Within the context area, Gulf Coast Community College provides athletic fields and recreational facilities that are available for use by FSU students, faculty, and staff.

7.6 There are no pass-through roadways located within the boundaries of the Panama City Campus. Access to the campus is provided by Collegiate Drive, which is a two-lane minor arterial defining the southern boundary of the campus.

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

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

(a) Quality --- Retention, or detention with filtration, of runoff from the first one inch of rainfall; or, for development with drainage areas of less than 100 acres, facilities which provide for the retention, or detention with filtration, of the first one-half inch of runoff or provide for the treatment of stormwater runoff.

(b) Quantity --- All developments shall provide facilities to attenuate the 25-year frequency storm event of critical duration while limiting the peak discharge rate to pre-development levels or to the capacity of the receiving waters as determined by the Panama City stormwater master plan, or by standard engineering analysis.

8.2 The Panama City Comprehensive Plan establishes a level of service standard for potable water facilities of 150 gallons per person per day delivered at a pressure of 40 pounds per square inch.

8.3 The Panama City Comprehensive Plan establishes the following level of service standards for sanitary sewer facilities:
(a) The City shall use the estimated sewerage flows specified in Section 10D-6.048, Table II, Florida Administrative Code, to evaluate the potential amounts of wastewater to be generated from proposed development.

(b) 4.5 million gallons per day average monthly flow for the St. Andrews sewage treatment plant service area.

(c) 5.0 million gallons per day average monthly flow for the Millville sewage treatment plant service area.

8.4 The Panama City Comprehensive Plan establishes a following level of service standard for solid waste of six pounds per person per day.

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

(a) Recreational site standards

    Neighborhood parks --- 1 acre per 1,000 population
    Community parks --- 2.75 acres per 1,000 population.

(b) Recreational facility standards

    Basketball --- 1 per 5,000 population.
    Tennis Courts --- 1 per 5,000 population.
    Ballfields --- 1 per 5,000 population, 1 per 30,000 population (lighted).
    Boat ramps --- 1 per 5,000.
    Picnic areas --- 1 per 6,000 population.
    Equipped playground --- 1 per 5,000 population.
    Soccer/football fields --- 1 per 20,000 population.

8.6 The Panama City Comprehensive Plan establishes the following level of service standards for transportation systems and facilities:

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<thead>
<tr>
<th>Facility Type</th>
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<td>Principal Arterial</td>
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<td>Bridge to Beck Avenue</td>
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<td>Business US 98 (SR 30) Beach Drive to Hamilton Avenue</td>
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<tr>
<td>Minor Arterial</td>
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<td>Collector</td>
<td>E</td>
</tr>
<tr>
<td>Local</td>
<td>E</td>
</tr>
</tbody>
</table>
9.0 FINANCIAL ARRANGEMENTS BETWEEN FSU AND SERVICE PROVIDERS

FSU has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FSU Panama City Campus:

9.1 There are no financial arrangements between FSU and the City or any other entity for the provision of stormwater management facilities or service to the campus.

9.2 FSU pays a monthly charge to the City for the provision of potable water facilities or service to the campus.

9.3 FSU pays a monthly charge to the City for the provision of sanitary sewer facilities or service to the campus.

9.4 FSU pays a monthly charge to the City for the collection and disposal of solid waste on the campus.

9.5 There are no financial arrangements between FSU and the City or any other entity for the provision of parks and recreation facilities or service to the campus.

9.6 There are no financial arrangements between FSU and the City or any other entity for the provision of transportation facilities or service to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the City.

10.2 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the City.

10.3 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the City.

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

10.5 FSU and City agree that development proposed in the adopted FSU Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the City.
10.6 FSU and City agree that development identified in the adopted FSU Campus Master Plan and in Exhibit “A” should no degrade the operating conditions on roadway segments below the level of service standards adopted by the City.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

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

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

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

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

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

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

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

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FSU to guarantee FSU’s fair share of the costs of improvements to public facilities and services necessary to support development identified in Exhibit "A":

Page 8 of 16
12.1 FSU and the City agree that no off-campus stormwater management improvements need be assured by FSU.

12.2 FSU and the City agree that no off-campus potable water improvements need be assured by FSU.

12.3 FSU and the City agree that no off-campus sanitary sewer improvements need be assured by FSU.

12.4 FSU and the City agree that no off-campus solid waste improvements need be assured by FSU.

12.5 FSU and the City agree that no off-campus parks and recreation improvements need be assured by FSU.

12.6 FSU and City agree that no off-campus roadway improvements need be assured by FSU.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

13.1 The development being vested from the City’s concurrency requirements is identified in the Capital Improvements Element of the FSU Campus Master Plan, adopted on June 13, 2008, and is attached hereto as Exhibit “A”, which is incorporated herein by this reference. Any extension of this agreement or subsequent campus development agreement shall recognize that any development identified in Exhibit “A” which has not been built shall remain vested from the City’s concurrency requirements.

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 FSU Campus Master Plan, adopted on June 13, 2008.

13.3 The City agrees to vest from its concurrency requirements development identified in Exhibit “A” for the duration of this Agreement. FSU shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of the Agreement.

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), Florida Statutes. Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30(19), Florida Statutes.

15.2 This agreement may be amended if either party delays by more than 12 months the construction of a capital improvement identified in this Agreement.

15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.4 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.

15.5 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 18.0 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. Each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.

18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either FSU or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings and, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving the matter, the Administration Commission may, pursuant to Subsection 1013.30(16), Florida Statutes, prescribe, by order, the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

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

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

20.0 SUCCESSORS AND ASSIGNS

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

21.0 RECORDING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by FSU 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;
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, the address of the FSU shall be:

The Florida State University
ATTN: Theodora Carey, Agency Clerk
424 Westcott Building
Tallahassee, FL 32306-1400

With a copy to:

Mr. John R. Carnaghi, Senior Vice President for Finance and Administration
Florida State University
Tallahassee, Florida 32306

The address of the City shall be:

Mr. Ken Hammons, City Manager
City of Panama City
Post Office Box 1880
Panama City, Florida 32402

With a copy to:

Mr. Dan Childs, Planner
City of Panama City
Post Office Box 1880
Panama City, Florida 32402

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" --- Development Authorized By The Agreement And Vested From the City’s Concurrency Requirements

Exhibit "B" --- Geographic Area Covered By The Agreement
IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

__________________________

DR. T. K. WETHERELL, PRESIDENT
THE FLORIDA STATE UNIVERSITY
For and on Behalf Of
THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

Date: _________________

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dr. T. K. Wetherell, President, The Florida State University, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of ________________________, 2008.

__________________________

Notary Public

(Notarial Seal)

My Commission expires:

On ______________________, 2008, The Florida State University Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by Dr. T. K. Wetherell, President, The Florida State University.

APPROVED AS TO FORM:
Dayton M. Cramer
Deputy General Counsel

APPROVED by the City Commission on _________________, 2008.

ATTEST:

______________________________
Michael Bush, City Clerk
(Name / Title)

CITY COMMISSION OF THE
CITY OF TALLAHASSEE, FLORIDA

BY:

______________________________
Lauren DeGeorge, Mayor
(Name / Title)

APPROVED AS TO FORM:

______________________________
City Attorney
## Exhibit A

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<th>ITEM</th>
<th>UNIT TYPE</th>
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<th>ADDITIONAL AMOUNT AUTHORIZED</th>
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* As of May 1, 2008
CAMPAIGN DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA STATE UNIVERSITY AND THE CITY OF TALLAHASSEE

THIS AGREEMENT is made and entered into this _____ day of _____________, 2008, by and between the CITY OF TALLAHASSEE (herein referred to as the "City"), a municipal corporation of the State of Florida, and the THE FLORIDA STATE UNIVERSITY, acting for and on behalf of THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida (hereinafter referred to as "FSU").

WITNESSETH:

WHEREAS, FSU is considered to be 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, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

WHEREAS, the FSU has prepared and adopted a campus master plan for FSU in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and

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

WHEREAS, the campus development agreement shall determine 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 shall identify 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 shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify FSU'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 "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.

2.2 The term "affected person" means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.

2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

2.4 The term "campus master plan" means the Florida State University Comprehensive Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes.

2.5 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.

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

2.7 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.

2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornados, 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.

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

2.10 The term "state land planning agency" means the Department of Community Affairs.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of FSU and 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 FSU and the City.

4.2 FSU 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 FSU.

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 herein, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement.

4.6 The design and operation of the renewable energy center on the Southwest Campus shall meet the following standards:

(a) Noise shall not exceed applicable limits under the City’s ordinances for the M-1 zoning district for the renewable energy center. Following construction, and within 6 months of commencement of operation of the renewable energy center, a one-time noise impact evaluation shall be conducted using accepted professional techniques to demonstrate the operation of the center will not exceed the following noise levels at the nearest residential property boundary: 65 dBA (L90) during the daytime (7:00 a.m. to 10:00 p.m.) and 55 dBA (L90) during the nighttime (10:00 p.m. to 7:00 a.m.). Rail operations at the center shall be excluded for purposes of this test.

(b) A vegetated buffer a minimum of 30 feet wide shall be maintained along the renewable energy center boundaries that are adjacent to existing residential uses along the northeast site boundary, which is nearest to the operating facilities of the center, in order to limit noise or lighting impacts from the plant’s operations. Lighting shades or deflectors shall be installed on pole-mounted lights at the center to deflect light inward and downward along the north property line adjacent to residential properties, subject to any OSHA requirements for safe lighting of the site.
(c) The renewable energy center shall not discharge air pollutants which cause or contribute to objectionable odors. This requirement is set forth in the Department of Environmental Protection's Rule 62-296.320(2), Florida Administrative Code, and is enforceable by that Department.

(d) The renewable energy center shall meet or exceed Federal- and State-mandated standards for acceptable levels of regulated air pollutant emissions. The plant is encouraged to perform at a level better than the Federal and State standards.

(e) The use of Lipona Rd to access the renewable energy center site shall be limited to use by automobiles and light duty commercial vehicles. The access point on Lipona Rd shall be gated with restricted entry. This access point will also be available for emergency response vehicles, such as fire and rescue. This access point may also be used by large or heavy industrial vehicles necessary for the safe operation or shutdown of the plant when other delivery points are not accessible. No large or heavy industrial deliveries for construction or operation shall be made using Lipona Rd. All large or heavy industrial deliveries to the renewable energy center made by truck during construction and operation shall use a new access driveway connecting from Roberts Rd. except as provided herein.

(f) Nothing in these provisions related to the renewable energy center shall preclude the applicability and responsibility to comply with the substantive federal, state and local environmental requirements and standards that otherwise apply to that facility.

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 FSU Campus Master Plan, as 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 FSU Campus Master Plan, may proceed without further review by the City if it is consistent with the terms of this Agreement and the FSU 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, as referenced in Section 14.0 of this Agreement, 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, 2015, unless extended by the mutual consent of FSU 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 "B1," the FSU Main Campus, and Exhibit "B2," the FSU Southwest Campus, 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.

7.1.1 The FSU Main Campus is located in the northeast portion of the Lake Munson Drainage Basin and drains into the Munson Slough through the Central Drainage Ditch. The northwest portion of the campus drains into the Upper Central Drainage Ditch Basin. The northeast portion of the campus drains into the FSU Branch Basin. The extreme northeast portion of the campus drains to the Frenchtown Basin. The southeast portion of the campus drains to the Downtown Branch Basin, and the southwest portion drains to the Lower Central Drainage Ditch Basin.

The FSU Southwest Campus is located in the south central portion of the Lake Munson Drainage Basin. A number of watersheds and sub-basins are located within the boundaries of the Southwest Campus. These include the Black Swamp watershed along the southern boundary, the Alumni Village watershed on the eastern portion of the campus, the West Tennessee watershed in the southwest portion of the campus. In addition, the Innovation Park closed basin is located in the central portion of the campus. A part of the western portion of the Southwest campus is located within the larger Lake Munson Basin. The Southwest Campus generally consists of these watersheds that are high on the east and west sides of the campus. Collectively, with the exception of the Innovation Park closed basin, these watershed areas drain to the central part of the Southwest Campus into the West Drainage Ditch and then south into Munson Slough and ultimately into Lake Munson.

7.2 The potable water and fire protection needs for FSU are provided by the City.

7.3 The sewer collection system at FSU consists of a series of gravity sewer lines which ultimately connect to the City's regional sewer collection system.

7.4 All solid waste (trash) is collected throughout the campus and transported to appropriate disposal sites by the City of Tallahassee, FSU, or third parties.

7.5 Recreation and open space facilities are provided by FSU. Within the context area, the City provides a variety of parks, open spaces and recreational facilities which are available for use by FSU students, faculty and staff.
7.6 FSU is served both by internal roadways that accommodate only university-related trips and by external roadways that serve the larger context area as well as FSU. Internal roadways are generally maintained by the University, and external roadways are maintained either by the City of Tallahassee, Leon County, or the Florida Department of Transportation.

7.7 FSU provides for bus service to accommodate student and faculty transportation needs. Presently FSU contracts with StarMetro to provide its bus service. Trips to the campus are currently provided by seven routes: Garnet, Gold, Tomahawk, Heritage Grove, Renegade, Osceola, and Night Nole. One additional route is provided to serve students commuting between Florida A & M University (FAMU), Alumni Village, and the joint FAMU/FSU College of Engineering. FSU and StarMetro also provide "fare free" service on all City Routes for students, faculty, and staff.

7.8 Electric energy and demand for FSU are provided by the City. The principal electric supply resources are:
- Bulk Power Substation Thirteen (BP-13) located on Woodward Avenue;
- Underground Transmission lines serving BP-13 from the north side of the campus;
- Bulk Power Substation Three (BP-3) located on Lipona Road;
- Overhead Transmission lines serving BP-3 from the south, west and north;
- Bulk Power Substation Thirty-one (BP-31) located on Levy Avenue;
- Overhead Transmission lines serving BP-31 from the south and north;

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

8.1 The Leon County - City of Tallahassee 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 62-4, 62-25, and 62-312, 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 facilities shall be adequate to provide the following level of service with regard to flood control:

100-year 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 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 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 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 bases 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 (7/25/03), 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:

Urban Service Area

160 gallons per capita per day.

Outside the Urban Service Area

100 gallons per capita per day.

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

140 gallons per capita per day.

Outside the Urban Service Area

Not applicable.

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

County wide

(a) 6.90 pounds per capita per day (2005).

(b) Increase annually 0.05 pounds per capita per day.

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

(a) Countywide park land:

1.22 acres per 1,000 population (excluding boat ramps provided by Leon County). Includes City operation of County-owned Tom Brown Park.

(b) Area park land:

(1) Inside Urban Service Area:

2.00 acres per 1,000 population of Urban Service Area.

(2) Outside Urban Service Area:

no area parks

(c) Recreation facilities are included in the cost of park land.

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 Tallahassee and Leon County is established as follows:

Outside the Urban Service Area:
Interstate, Limited Access Parkways: B
Principal Arterials: C
Minor Arterials: C
Major and Minor Collectors: C
Local Streets: D

Inside the Urban Service Area:
Interstate, Limited Access Parkways: C
Principal Arterials, Except for Capital Circle NW from I-10 to SR 20: D**
Capital Circle NW from I-10 to SR 20: E
Minor Arterials: D / E*
Major and Minor Collectors: D / E*
Local Streets: 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.

**The Level of Service for Monroe Street from Gaines Street to Tennessee Street shall be “E”.

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

Urban Service Area

1% annual increase in system (bus) miles.

Rural

Not applicable.

9.0 FINANCIAL ARRANGEMENTS BETWEEN FSU AND SERVICE PROVIDERS

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

9.1 FSU and the City have entered into an agreement for the provision of drainage/stormwater management facilities or service to part of the campus through the use of a regional stormwater facility (RSF). Under this agreement, FSU and City participated jointly in the land acquisition, design, permitting and construction of the RSF. The total costs associated with the RSF were approximately $10.2 million dollars. Of this total, FSU’s financial contribution, including land acquisition, design, and construction, was approximately $6.6 million, or approximately 65% of the total costs. FSU will mitigate any stormwater impacts on project sites if sufficient capacity is not available in the joint regional stormwater facility or on other FSU sites. FSU also pays a monthly charge to the City for the storage and conveyance of stormwater associated with the FSU campus.

9.2 FSU pays a monthly charge to the City for the provision of potable water facilities or service to the campus.
9.3 FSU pays a monthly charge to the City for the provision of sanitary sewer facilities or service to the campus.

9.4 Where the City's service is used, FSU pays a monthly charge to the City for the collection and disposal of solid waste on the campus.

9.5 There are no financial arrangements between FSU and the City or any other entity for the provision of parks and recreation facilities or service to the campus.

9.6 FSU has an agreement with StarMetro for the provision of "fare-free" public transit facilities and services to the campus. Students, faculty, and staff are able to ride buses on all city routes under the terms of the service agreement.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 FSU and City agree that, with the additional capacity available through the construction of the joint regional stormwater facility and the commitment that the stormwater impacts of the development proposed in the adopted FSU Campus Master Plan and in Exhibit “A” will be addressed either on site or through the use of such remote facilities, said development should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the City.

10.2 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the City.

10.3 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the City.

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

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

10.6 FSU and City agree that development identified in the adopted FSU Campus Master Plan and in Exhibit "A" will either cause or contribute to deficiencies on the following roadway segments:

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<tr>
<td>a) Main Campus</td>
<td>Brevard Street-Dewey to Old Bainbridge (EB)</td>
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<tr>
<td>b) Main Campus</td>
<td>Copeland Street-Call to Tennessee (NB)</td>
</tr>
<tr>
<td>c) Main Campus</td>
<td>M.L.King Blvd-Call to Tennessee (NB)</td>
</tr>
<tr>
<td>d) Main Campus</td>
<td>Stadium Drive-Call to Tennessee (NB)</td>
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</table>
11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

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

11.1 The FSU and City agree that the mitigation of the stormwater impacts of development proposed in the adopted FSU Campus Master Plan and Exhibit “A” requires no stormwater management improvements provided that stormwater impacts are addressed on project sites if sufficient capacity is not available to the FSU in the joint regional stormwater facility or other FSU facilities.

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

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

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

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

11.6 FSU and City agree that the following improvements should correct projected deficiencies identified in Section 10.6 of this Agreement:
a) Brevard St-Dewey to Old Bainbridge: 2-lane EB (Add 1 lane)
b) Copeland St-Call to Tennessee: 2-lane NB (Add 1 lane)
c) ML King Blvd-Call to Tennessee: 2-lane NB (Add 1 lane)
d) Stadium Drive-Call to Tennessee: 2-lane NB (Add 1 lane)
e) Eisenhower-Orange to Roberts: Add exclusive left turn lane (NB)
f) Gaines St-Adams to Monroe: Add exclusive right turn lane (EB)
g) Jackson Bluff-Hendry to Lake Bradford: Add exclusive left turn lane (EB)
h) Lake Bradford-Jackson Bluff to Gaines/Stadium/Varsity: 2-lane NB (Add 1 lane)
i) Mabry-Roberts to Jackson Bluff: 2-lane NB (Add 1 lane)
j) Orange Ave-Lake Bradford SW to Capital Circle: 2-lane WB (Add 1 lane)
k) Orange Ave-Lake Bradford SW to Springhill: 2-lane EB (Add 1 lane)
l) Orange Ave-Springhill to Pasco: Add exclusive right turn lane (EB)
m) Orange Ave-Wahnish to Adams: Add exclusive right turn lane (EB)
n) Paul Dirac Drive-Paul Dirac Circle to Orange: Install signal @ Orange
o) Pottsdamer-P. Dirac to Orange: Install signal & exclusive left turn lane on Orange (EB)
p) Stuckey-Iamonia to Lk Bradford: 2-lane EB (Add 1 Ln) & add exclusive turn lane (EB)

The City has estimated the total cost of these improvements at $36,602,273 which will be used to determine the FSU’s fair share.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FSU to guarantee FSU's fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in the FSU Campus Master Plan and Exhibit "A":

12.1 There is considerable missing stormwater information regarding Campus Master Plan impacts off site impacts and the fair share mitigation for the duration of this Agreement. FSU has committed in Element 9, General Infrastructure – Goal 1, Objective 1A to assess existing and future stormwater needs pursuant to Rule 6C-21.207, FAC by 2009. In the interim, to facilitate verification of future impacts and mitigation, FSU will provide project details to City prior to beginning of construction activity. When the joint regional stormwater facility is utilized, ongoing capacity accounting records will be maintained in accordance with the terms and conditions of the Regional Stormwater Facility Agreement. When regional facilities other than the joint regional stormwater facility are utilized, ongoing capacity accounting records will be maintained by FSU and made available to the City.

12.2 FSU and the City agree that no off-campus potable water improvements need be assured by FSU.

12.3 FSU and the City agree that no off-campus sanitary sewer improvements need be assured by FSU.

12.4 FSU and the City agree that no off-campus solid waste improvements need be assured by FSU.

12.5 FSU and the City agree that no off-campus parks and recreation improvements need be assured by FSU.
12.6 FSU and City agree that FSU’s responsibility for paying its fair share of the costs of improvements identified in Section 11.6 shall be met as follows:

FSU shall request funds from the State University System’s Concurrency Trust Fund in the amount of $6,278,791 to fund FSU’s fair share of the development costs for those projects listed in Section 11.6.

12.7 Upon execution of this Agreement, FSU shall, request funds from the State University System’s Concurrency Trust Fund in the amount of $6,278,791 which shall constitute FSU’s fair share contribution payable to the City. Upon execution of the agreement by the City, the University shall, within 30 days, request the release of funds from the State University System’s Concurrency Trust Fund. The City reserves the right to reconsider its approval of the agreement within six months of the execution of this agreement by the City, should these funds not be paid.

12.8 These funds shall be used on transportation facilities, which include transit, bike and pedestrian facilities that are impacted by trips associated with FSU.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 FSU 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 FSU Campus Master Plan, adopted on June 13, 2008.

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. FSU shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 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 FSU 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), Florida Statutes. Amendments of 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 22.0 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 18.0 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. Each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.

18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.

18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
18.4 If either FSU or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings and, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving the matter, the Administration Commission may, pursuant to Subsection 1013.30(16), Florida Statutes, prescribe, by order, the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

19.1 The City may, upon request, review all relevant information concerning development on the FSU 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 FSU may, upon request, review all relevant information concerning development activity by the City to verify that improvements identified in Section 11.6 of this Agreement, for which State University System Concurrency Trust Fund moneys are used to address impacts of University development, have been implemented consistent with the terms and conditions of this Agreement. FSU may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

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

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

19.5 The City of Tallahassee shall notify the FSU Facilities Planning Department of all comprehensive plan future land use map and zoning map amendments as well as all Type A, B and C and site plan and development reviews within the boundaries of the FSU campus (i.e. 10 year master plan map) as defined in the adopted campus master plan. The City will notify FSU by e-mailing the agenda for the Type A and DRC meetings as well as the listing of pending zoning and comprehensive plan amendments to Mark Bertolami (mbertolami@admin.fsu.edu) or his assigned representative. A copy of all such requests shall be provided by the City to the Facilities Planning Department in advance of any City review or approval of an item noticed.

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 FSU 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;
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, the address of the FSU shall be:

The Florida State University
ATTN: Theodora Carey, Agency Clerk
424 Westcott Building
Tallahassee, FL 32306-1400

With a copy to:

Mr. John R. Carnaghi, Senior Vice President for Finance and Administration
Florida State University
Tallahassee, Florida 32306

The address of the City shall be:

Honorable John R. Marks, III, Mayor
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

With a copy to:

Anita Favors Thompson, City Manager
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301
23.0 EXHIBITS AND SCHEDULES

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

Exhibit "A" --- Development Authorized By The Agreement
Exhibit "B1" --- FSU Main Campus Geographic Area Covered By The Agreement
Exhibit "B2" --- FSU Southwest Campus Geographic Area Covered By The Agreement

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

_____________________________
DR. T. K. WETHERELL, PRESIDENT
THE FLORIDA STATE UNIVERSITY
For and on Behalf Of
THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

Date: ______________________

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dr. T. K. Wetherell, President, The Florida State University, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of __________________, 2008.

___________________________
(Notary Public)

My Commission expires:

On ______________________, 2008, The Florida State University Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by Dr. T. K. Wetherell, President, The Florida State University.

APPROVED AS TO FORM:

___________________________
Betty J. Steffens, General Counsel
APPROVED by the City Commission on ________________ 2008.

ATTEST:

Gary Herndon, City Treasurer-Clerk

CITY COMMISSION OF THE
CITY OF TALLAHASSEE, FLORIDA

BY:

John Marks, Mayor

APPROVED AS TO FORM:

James R. English
City Attorney
EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE AGREEMENT
AND FOR WHICH CAPACITY IS RESERVED

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT TYPE</th>
<th>MAIN</th>
<th>SW</th>
<th>MAIN</th>
<th>SW</th>
<th>MAIN</th>
<th>SW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>NASF</td>
<td>494,287</td>
<td>17,876</td>
<td>72,930</td>
<td>12,000</td>
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<td>Teaching Labs</td>
<td>NASF</td>
<td>608,154</td>
<td>64,488</td>
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<td>Research Labs</td>
<td>NASF</td>
<td>507,505</td>
<td>290,698</td>
<td>58,159</td>
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<td>565,664</td>
<td>390,698</td>
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<td>Office</td>
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<td>1,347,646</td>
<td>247,930</td>
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<td>-</td>
<td>500</td>
<td>554,853</td>
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<td>Gymnasium</td>
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<td>279,648</td>
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<td>438,395</td>
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<td>Instruct. Media</td>
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<td>12,101</td>
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<td>18,732</td>
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<td>Auditorium/Exhibit</td>
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<td>5,139</td>
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<td>-</td>
<td>236,392</td>
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<td>Student Acad. Support</td>
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<td>36,753</td>
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<td>-</td>
<td>36,753</td>
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<tr>
<td>Campus Support</td>
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<td>62,173</td>
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<td>-</td>
<td>236,220</td>
<td>62,173</td>
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<td>Other Assignable</td>
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<table>
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<th></th>
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<th>772,397</th>
<th>796,979</th>
<th>226,500</th>
<th>5,636,919</th>
<th>998,887</th>
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</thead>
<tbody>
<tr>
<td>Total Building Area</td>
<td>NASF</td>
<td>4,839,940</td>
<td>772,397</td>
<td>796,979</td>
<td>226,500</td>
<td>5,636,919</td>
<td>998,887</td>
</tr>
<tr>
<td>Total Parking*</td>
<td>Spaces</td>
<td>17,203</td>
<td>1,787</td>
<td>0</td>
<td>2,665</td>
<td>17,203</td>
<td>4,452</td>
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<tr>
<td>Students^</td>
<td>Headcount</td>
<td>35,256</td>
<td>N/A</td>
<td>7,194</td>
<td>N/A</td>
<td>42,450</td>
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<tr>
<td>Housing</td>
<td>Beds</td>
<td>7,062</td>
<td>1,259</td>
<td>0</td>
<td>0</td>
<td>7,062</td>
<td>1,259</td>
</tr>
</tbody>
</table>

* Existing equals actual plus remaining purchased capacity for building area, parking, and housing.
** For Student Headcount number represents anticipated growth and as authorized by Board of Governors.
+ The previous Master Plan authorized 5,000 additional spaces through the year 2010, taking the main campus to a maximum of 17,203 spaces in the 2010 year. This Master Plan requests no new authorization for parking beyond the previously approved. The maximum parking in the 2015 year (for Main Campus) is 17,203 spaces.
^ Total Existing equals enrollment for Main Campus, Non-Main Campus Leon County, and Main Campus APPS (Academic & Professional Program Services). Projected Headcount equals Main Campus, Non-Main Campus, and APPS. All figures are as per FSU Fact Book 2007-2008. Amounts shown do not include any students enrolled in Distance Learning (web-based courses).
MEMORANDUM

TO: Board of Trustees
FROM: Jim Smith
DATE: November 6, 2008
SUBJECT: Presidential Evaluation Materials

The evaluation of President Wetherell will be discussed at the upcoming Board meeting. The attached Presidential Evaluation Report is a compilation of the evaluation forms completed by each board member. Because of President Wetherell's superior rating, I am recommending that his contract be continued and, in accordance with Section 3.2 of the employment agreement, the one- and three-year goals have been accomplished.

Please let me know if you have any questions or comments. Thank you for your continued support and commitment to Florida State University.

JS:td

Attachments
Background:

Every year the boards of trustees of Florida's eleven state universities evaluate their university presidents. The Florida State University (FSU) Board of Trustees has performed an annual assessment incorporating some specific statutory items included in questions on an evaluation form. The FSU Board of Trustees includes the following members: Derrick Brooks, Susie Busch-Transou, June Duda, David Ford, Manny Garcia, Andrew Haggard, Layman Hicks, James Kinsey, Harold Knowles, Richard McFarlain, Leslie Pantin, Jim Smith and Jayne Standley. On September 19, 2008, the Board of Trustees was given information on the President’s Goals and Accomplishments and an evaluation form and asked to return the completed forms to the chair by October 6, 2008. This report summarizes the general results of the evaluation forms completed by the FSU Board of Trustees.

Summarized Results of the Presidential Evaluation by the Board of Trustees:

The evaluations were remarkably similar. The President was evaluated on the following areas: 1. Academic management and leadership; higher education administration; 2. Administrative Duties: Job Description; 3. Personal Qualities; and 4. General Comments. Detailed questionnaire responses are summarized below. The following is a broad summary of the assessment in each area.

1. Academic management and leadership. Dr. Wetherell faced many challenges during this contract year. He continued to guide the University through a Five-Year plan, successfully acquiring resources from the Legislature to fund the priorities in the midst of budget cuts and severe reductions in state government operations. Dr. Wetherell was evaluated on twelve factors that measure leadership, including two statutorily mandated items: the accountability process (s. 1008.46, F.S.) and the extent to which the gender equity goals in athletics have been met (s. 1006.71, F.S.). All of the completed evaluation forms ranked Dr. Wetherell in the strongest possible terms on leadership, knowledge, seizing opportunities to increase University resources, the accountability process, progress on achieving long term academic and employment diversity goals, and ensuring that gender equity goals in Athletics are met. Almost all trustee evaluations ranked him highest on work atmosphere, quality programs, delegation of authority and responsibility to staff, concern for students, and control over DSOs and athletics.

At President Wetherell's request, separate sections with 12 additional factors on the evaluation were added that address the Pathways to Excellence Initiative, the State University System, and the Board of Governors (BOG). Almost all of the evaluation
responses ranked Dr. Wetherell highly on the development of the Pathways to Excellence plan, lobbying to secure funds for the initiative, overseeing the cluster approval process, and continuing it as the uppermost priority. Almost all of the trustees gave the highest ranking for President Wetherell's leadership skills in relating to the other university presidents, his advocacy on State University System (SUS) issues before the Governor and the Legislature, and his communication with the SUS, BOG and community colleges to facilitate higher education advocacy efforts with government, business and nonprofit organizations. Finally, almost all of the evaluations ranked Dr. Wetherell's relations with the Board of Governors (BOG) highly in understanding the BOG goals, aligning university procedures with BOG procedures, and providing policy and budget support to the BOG.

2. Administrative Duties: Job Description. The job description of the President has many tasks in common across the state university system, although each University is unique. Dr. Wetherell was evaluated on nine administrative factors. All of the completed evaluation forms ranked Dr. Wetherell in the strongest possible terms on his leadership in developing and formulating plans and programs, promoting the University's objectives with the Legislature, administering university budgets, and availability to the trustees. Nearly all of the evaluation forms gave Dr. Wetherell the highest ranking for representation on state and national councils, successful fundraising, and conducting negotiations with entities to promote University objectives, and making presentations to academic community groups.

3. Personal Qualities. In addition to traditional assessment factors, the Board evaluated President Wetherell on eleven personal qualities related to his professional position as President. All of the completed evaluation forms ranked Dr. Wetherell in the strongest possible terms on enthusiasm and dedication to the job, being positive, accepting constructive criticism, being open-minded concerning suggestions for improvement, expressing ideas well, being articulate, having personal honesty and integrity, and zeal for the position of President. Nearly all of the evaluations rated Dr. Wetherell strongly on having vision and courage, encouraging input from the University community, and encouraging staff development and growth.

4. General Comments. Several trustees provided additional comments on their evaluation forms, praising Dr. Wetherell's leadership. Selected comments include: “Great job! I am well pleased with T.K.” “T.K.'s proactive, continuous improvement, quality-driven student- and faculty-centered approach is exactly what is needed to lead us through his challenging time. His advocacy and passion are unmatched.” “Outstanding job in the face of economic conditions.” “I think T.K. is doing an excellent job.” “President Wetherell's tenure as President has been characterized by focused goals, successful leadership, and overall excellence. As an effective leader and representative of the Florida State University, he has demonstrated the qualities of a magnificent President. We are both pleased and honored to have him at the university.” “Dr. Wetherell is a gift to our university. He continues to challenge this university to be better each day. We're really lucky to have a President who has
made our university the best in the state of Florida—on all levels.” “I am very impressed how committed the staff and faculty are to Dr. Wetherell’s ‘vision’ for FSU. He and the staff are simply ‘top notch.’” “Outstanding overall. I continue to watch in amazement T.K.’s exceptional work and visionary leadership. Florida State has made an extraordinary selection from among Florida’s best and brightest. The university community and its constituent stakeholders are more than well served by retention and continuation of this most valued public servant’s contract. If the past is any indicator, the best is yet to come.” “T.K. and his team prepared FSU to survive the many budget cuts, by anticipating it and being super conservative in budgeting and spending, making the end result less painful. The President continues to be very effective with the Legislature. T.K. has FSU’s best interests as his motivation.” “In this very difficult financial climate T.K. has really done a super job that resulted in the faculty receiving a 3% [retention adjustment] and every paid employee receiving an increase.”

Recommendation:

All of the trustees completing the evaluation indicated that President Wetherell’s contract should be continued. Because of his superior rating, I am recommending that his contract be continued and in accordance with Section 3.2 of the employment agreement, the one- and three-year goals have been accomplished.
Detailed Results of the Evaluation (from Trustee Evaluation Forms—in some cases not all questions were answered):

I. ACADEMIC MANAGEMENT AND LEADERSHIP

A. UNIVERSITY-WIDE

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>STRONG POINT</th>
<th>SATISFACTORY PERFORMANCE</th>
<th>SHOULD WORK ON THIS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engenders confidence as an educational leader.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Exhibits knowledge and understanding of a comprehensive university.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Demonstrates leadership style that inspires others.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Seizes every opportunity to increase the resources available to the University.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Creates a work atmosphere that encourages high morale and maximizes individual performance.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6. Appropriately delegates authority and responsibility to the administrative staff.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>7. Insists that all University programs be of the highest possible quality.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>8. Encourages broad access to higher education and sensitivity to the concerns of all students, including those in its Panama City Campus and International Programs.</td>
<td>11</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>9. Demonstrates leadership and commitment for progress in meeting the performance goals established by the state university accountability process (S. 1008.46, F.S.).</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Demonstrates progress toward achievement of the annual and long-term academic goals and employment diversity goals at the University.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Maintains control over the direct support organizations including the intercollegiate athletic program (NCAA Std.).</td>
<td>11</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>12. Ensures that gender equity goals in Athletics are met (S. 1006.71, F.S.).</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I. ACADEMIC MANAGEMENT AND LEADERSHIP

B. PATHWAYS TO EXCELLENCE INITIATIVE

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>STRONG POINT</th>
<th>SATISFACTORY PERFORMANCE</th>
<th>SHOULD WORK ON THIS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposed and developed a University stakeholders-accepted plan to make FSU a top tier public graduate research institution/AAU member.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2. Responsible for developing a plan to hire 200 net new tenured and tenure-track faculty.</td>
<td>11</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3. Responsible for implementing the plan to hire clusters of 5-6 faculty around common research themes.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4. Responsible for approving different clusters and overseeing the hiring of new faculty.</td>
<td>11</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5. Responsible for lobbying and securing funds from the Legislature for the Pathways Initiative.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6. Reaffirmation that the Pathways Initiative should be the uppermost priority of the President.</td>
<td>11</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

C. HIGHER EDUCATION

1. STATE UNIVERSITY SYSTEM

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>STRONG POINT</th>
<th>SATISFACTORY PERFORMANCE</th>
<th>SHOULD WORK ON THIS AREA</th>
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</thead>
<tbody>
<tr>
<td>1. Demonstrates leadership skills in relation to other universities in the state university system (SUS) and Board of Governors.</td>
<td>11</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2. Advocates for strategies and plans to lobby the Governor’s office and the Legislature in conjunction with SUS institutions/BOG.</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Maintains communication with the SUS, BOG and community colleges to facilitate higher education advocacy efforts with government, business and nonprofit organizations.</td>
<td>11</td>
<td>1</td>
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</tbody>
</table>
I. ACADEMIC MANAGEMENT AND LEADERSHIP

2. BOARD OF GOVERNORS

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<thead>
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<th>FACTOR</th>
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<tr>
<td>1. Demonstrates a comprehensive understanding of the BOG strategic goals and priorities.</td>
<td>11</td>
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<tr>
<td>2. Aligns FSU's policies and procedures with the BOG's regulations.</td>
<td>10</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3. Provides policy and budget expertise and staff support for to the BOG as needed.</td>
<td>11</td>
<td></td>
<td>1</td>
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II. ADMINISTRATIVE DUTIES: JOB DESCRIPTION

<table>
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<tr>
<th>FACTOR</th>
<th>STRONG POINT</th>
<th>SATISFACTORY PERFORMANCE</th>
<th>SHOULD WORK ON THIS AREA</th>
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</thead>
<tbody>
<tr>
<td>1. Responsible for developing and formulating plans and programs, and for providing overall direction to the University within the authority delegated by the Board of Trustees.</td>
<td>13</td>
<td></td>
<td></td>
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<tr>
<td>2. Responsible for developing and administering University budgets.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Responsible for planning and initiating programs concerning organizational, operational, and academic functions of the University and for overseeing their execution.</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Responsible for negotiating with administrative officials and representatives of business, community, and civic groups to promote the educational, research, and public service objectives and policies of the University.</td>
<td>12</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5. Represents the University on state and national councils and committees on matters related to the overall function of the University, particularly as they affect the State of Florida.</td>
<td>11</td>
<td>2</td>
<td></td>
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<tr>
<td>6. Makes presentations to internal and external groups of the academic community.</td>
<td>12</td>
<td>1</td>
<td></td>
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<tr>
<td>7. Demonstrates success as an effective fundraiser.</td>
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### III. PERSONAL QUALITIES:

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>1. Is enthusiastic and dedicated to the job.</td>
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<td>2. Is calm, positive, and reacts in a rational manner.</td>
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<td>3. Accepts constructive criticism; recognizes own strengths and weaknesses.</td>
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<td>4. Open-minded concerning suggestions for improvement.</td>
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<td>5. Expresses ideas well.</td>
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<td>6. Is articulate.</td>
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<td>7. Has vision and courage to stand by fundamental beliefs.</td>
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<td>8. Encourages input from all elements of the University.</td>
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<tr>
<td>9. Encourages staff to develop and grow, both personally and professionally.</td>
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<td>10. Maintains the highest standards of personal honesty and integrity.</td>
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<tr>
<td>11. Exhibits a zest for the position of President.</td>
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