

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

MINUTES

AUGUST 30, 2018

AUDIT COMMITTEE

DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE

HEALTH AFFAIRS COMMITTEE

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

BUDGET AND FINANCE COMMITTEE

LONG-RANGE PLANNING

COMMITTEE OF THE WHOLE

AUGUST 31, 2018

BOARD OF TRUSTEES

- 1 Approve: Minutes
- 2 Report: Board of Trustees Scholar
- 4 Report: University President
- 5 Report: Faculty Senate President
- 6 Report: Student Government Association President

AUDIT COMMITTEE

- Report: Jimmy Shumock, Chair

DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE

- Report: Jim Yance, Chair

HEALTH AFFAIRS COMMITTEE

- Report: Steve Furr, M.D., Chair
- 12 Approve: USA Hospitals Medical Staff Credentials for May, June and July 2018
 - 13 Approve: Renaming University of South Alabama Hospitals and Clinics

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

- Report: Scott Charlton, M.D., Chair

BUDGET AND FINANCE COMMITTEE

- Report: Tom Corcoran, Chair
- 19 Approve: University Total Budget for 2018-2019

LONG-RANGE PLANNING COMMITTEE

- Report: Chandra Brown Stewart, Chair

SPECIAL ACKNOWLEDGEMENT

- 10 Approve: Commendation of Melinda and Louis Mapp
- 10.A Approve: Tribute to the Mitchell Family

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

**August 31, 2018
10:30 a.m.**

A meeting of the University of South Alabama Board of Trustees was duly convened by Judge Ken Simon, Chair *pro tempore*, on Friday, August 31, 2018, at 10:34 a.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Alexis Atkins, Chandra Brown Stewart, Scott Charlton, Tom Corcoran, Steve Furr, Ron Graham, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Ken Simon, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Member Absent: Kay Ivey.

Administration and Others: Owen Bailey, Robert Berry, Camden Bradford, Caleb Butler, Nicole Carr, Jordan Carter, Lynne Chronister, Vanessa Dillard, Cody and Kevin Dunlap, Joel Erdmann, Mike Finan, Happy Fulford, Krista Harrell, Mike Haskins, David Johnson, Cathi Jones, Melva Jones, Zorrrya Kelley (BSU), Don Langham, Christian Manganti, Melinda and Louis Mapp, John Marymont, Abe Mitchell, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Ada Chaeli van der Zijp-Tan, Tony Waldrop and Scott Weldon.

Media: Jake Cannon and Katarina Luketich (WKRG); Mike Corry, Cassie Fambro and Alyssa Newton (WPMI); Dale Liesch (*Lagniappe*); Asha Staples and Joshua Harlan (WALA); and Creg Stephenson (*al.com*).

The meeting came to order and the attendance roll was called. Chairman Simon called for adoption of the revised agenda. On motion by Mr. Corcoran, seconded by Mr. Shumock, the revised agenda was adopted unanimously.

Chairman Simon called for consideration of the minutes of the June 1, 2018, meeting of the Board of Trustees, as well as the minutes of the May 31, 2018, meeting of the Committee of the Whole, **ITEM 1**. On motion by Ms. Mitchell, seconded by Mr. Corcoran, the minutes were adopted unanimously.

As to **Item 2**, a report on the USA Board of Trustees Scholar, Chairman Simon introduced current Board of Trustees Scholars Mr. Christian Manganti and Ms. Ada Chaeli van der Zijp-Tan, as well as entering freshman Mr. Cody Dunlap, who, based upon academic achievement, was designated as the 2018-2019 Board of Trustees Scholar. Mr. Dunlap was presented a plaque commemorating his selection and he made brief remarks. Also recognized was Mr. Dunlap's father and USA alumnus, Mr. Kevin Dunlap.

Chairman Simon called for presentation of **ITEM 4**, the President's Report. President Waldrop recognized Honorary Trustee Mr. Abe Mitchell, Black Student Union President Ms. Zorrrya Kelley and Trustee Emeritus Mr. Don Langham.

President Waldrop encouraged Trustees to view the documents titled *2017-2018 Notable Accomplishments from Vice Presidents, Deans and Directors* and *Community Engagement and Impact* made available on the website. He said the information was reflective of significant University milestones fulfilled and the commitment of University faculty, staff and students to public service.

President Waldrop talked about Week of Welcome (WOW), a series of events designed for students to get acquainted with the campus experience. He said WOW activities began with Move-In Day on August 18 and he introduced news footage showing the University community helping students and family members move belongings into the residence halls and testimonials about the appeal of the USA campus atmosphere.

President Waldrop shared details on the United Way of Southwest Alabama's (UWSWA) annual campaign, advising that South was historically the largest contributor out of many in the region who raise support for the agency. He conveyed admiration for the many dedicated individuals, like Ms. Brown Stewart, who serve UWSWA agencies. He said his role as Chair of the UWSWA's 2018 fundraising campaign had been a worthwhile experience and expressed optimism that South would reach its goal to raise \$247,650.

President Waldrop called on Dr. Mitchell, who spoke about Greek Life activities taking place. He introduced Ms. Camden Bradford, President of the College Panhellenic Council; Ms. Vanessa Dillard, President of the National Pan-Hellenic Council; and Mr. Caleb Butler, Secretary of the Interfraternity Council. Each briefly commented on his/her organization's operations. Dr. Mitchell also introduced Assistant Director of Fraternity & Sorority Life Ms. Cathi Jones and Graduate Assistant in the Office of Fraternity & Sorority Life Mr. Jordan Carter.

President Waldrop called for remarks from Mr. Bailey. Mr. Bailey introduced USA Health's new Chief Information Officer Mr. Dan Howard. Mr. Howard shared excitement for his new role.

President Waldrop thanked the many alumni, students, football fans and University friends who demonstrated enthusiastic support for an on-campus football stadium by contacting Mobile City Council members and attending meetings of the Council. He said the University was fully committed to completing construction of an on-campus stadium by the 2020 football season and doing so without using students' tuition dollars. He announced the launch of the public phase of the "Get On Campus" comprehensive fundraising campaign to generate corporate and philanthropic support for funding of a stadium on campus.

Chairman Simon called for a report from the Audit Committee. Mr. Shumock, Committee Chair, stated, at a meeting on August 30, KPMG partners delivered an audit report and Mr. Davis discussed the independent audit of the USA Foundation's year-end financial statements. He added that Committee members participated in an educational session with KPMG and internal auditors just prior to the August 30 Committee meeting and discussed a range of topics and

planning ideas. He advised of an additional educational session later in the afternoon to discuss developing risk assessment protocols.

Chairman Simon called for a report from the Development, Endowment and Investments Committee. Mr. Yance, Committee Chair, stated, at a meeting on August 30, endowment performance for the fiscal year through June 30, 2018, was reported at 4.1 percent vs. the index of 3.65 percent. He advised of the Committee's approval to replace a William Blair international fund with a John Hancock international fund and said updates were given on the private equity investment with Gerber Taylor and on a final distribution of 3.3 percent due any day from Private Advisors, for a cumulative distribution of 103 percent of the \$6.8 million portfolio value when discontinued in June 2016. He said Mr. Joseph Knight of J.P. Morgan discussed private equity performance.

Mr. Yance thanked Angelia and Steve Stokes and Ms. Sullivan for leading the Upward & Onward campaign and summarized campaign highlights reported on August 30, such as \$17.2 million raised in fiscal year 2018 through August 23, the most of any year thus far; \$121.4 million in pledges and gifts secured towards the \$150 million goal; and several transformational gifts received, which included commitments from Ms. Arlene Mitchell, Mr. Abe Mitchell, Mr. Bert Meisler, BlueCross BlueShield of Alabama, and the Poarch Band of Creek Indians.

Chairman Simon called for a report from the Health Affairs Committee. Dr. Furr, Committee Chair, said, at a meeting on August 30, College of Medicine collaborations with the College of Education and Professional Studies and with the Mitchell College of Business (MCOB) to form new programs – a Health Professionals Education Master's degree track and a Master of Business Administration (MBA) degree for health care professionals – were discussed by Associate Professor and Chair of Professional Studies Dr. Tres Stefurak and MCOB Dean Dr. Bob Wood, respectively. He said Dr. Marymont advised of a program whereby medical students could earn a dual MBA degree within four years, and Mr. Bailey announced that the 2nd Annual *A Night Honoring Heroes* event would be held October 11 and reported on the cap and gown "graduation" of a patient delivered 22 weeks premature at the USA Children's & Women's Hospital (CWH) Neonatal Intensive Care Unit (NICU), the video of which was aired by news agencies nationally and internationally, shared on social media platforms and viewed more than 20 million times.

Dr. Furr said the Committee voted unanimously to recommend Board approval of **ITEM 12** as follows, and he moved for approval of the resolution. Dr. Stokes seconded and the Board voted unanimously to approve the resolution:

RESOLUTION
USA HOSPITALS MEDICAL STAFF APPOINTMENTS AND REAPPOINTMENTS
FOR MAY, JUNE AND JULY 2018

WHEREAS, the medical staff appointments and reappointments for May, June and July 2018 for the University of South Alabama Hospitals are recommended for Board approval by the Medical Executive Committees and the Executive Committee of the University of South Alabama Hospitals,

THEREFORE, BE IT RESOLVED that the Board of Trustees of the University of South Alabama approves the appointments and reappointments as submitted.

Dr. Furr said the Committee voted unanimously to recommend Board approval of ITEM 13 as follows, and he moved for Board approval of the resolution. Capt. Jenkins seconded and the Board voted unanimously to approve the resolution. A short promotional video featuring the University Hospital academic mission was shown:

**RESOLUTION
RENAMING UNIVERSITY OF SOUTH ALABAMA
HOSPITALS AND CLINICS**

WHEREAS, the University of South Alabama provides patient care through USA Health at the University of South Alabama Medical Center and University of South Alabama Children's & Women's Hospital, as well as the University of South Alabama Mitchell Cancer Institute and the University of South Alabama Physicians Group, and

WHEREAS, the current names of these facilities do not fully reflect their mission, influence and scope as an academic nexus of medical education, clinical care and research in the Gulf Coast region, and

WHEREAS, the University of South Alabama desires to continue to underscore the multifaceted nature of its many and varied services and functions, as well as its special mission as an academic medical system, and

WHEREAS, USA Health provides innovative, integrated, comprehensive care and unique services available at no other medical facilities in the region, including the only Level 1 trauma center, which is ranked in the top 10 percent of U.S. trauma centers; the Arnold Luterman Regional Burn Center, which was ranked No. 1 in the United States for patient outcomes; the only hospital dedicated to the unique care of children and women, with neonatal and pediatric intensive care units and a pediatric emergency department; the only comprehensive cancer research and clinical care facility; and the region's largest network of physician specialists, and

WHEREAS, the University of South Alabama has a long tradition of providing education for generations of physicians, nurses and allied health professionals through its residency programs and preceptorships, and

WHEREAS, USA Health's unique mission as an academic health system is to help people lead longer, better lives through research, clinical care and education,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees renames its health care facilities and clinics, respectively, as USA Health University Hospital, USA Health Children's & Women's Hospital, USA Health Mitchell Cancer Institute, and USA Health Physicians Group.

Chairman Simon called for a report from the Academic and Student Affairs Committee. Dr. Charlton, Committee Chair, said freshman quintuplets Hallie, Sophia, Amelia Rose, Isabella and Shipley Zimlich were introduced ahead of a meeting on August 30, and, during the meeting, Dr. Johnson introduced 2018 Provost Faculty Fellow Dr. Todd Anzel, as well as new chairs

Dr. Leigh Minchew from the Department of Maternal Child Nursing and Dr. Shelley Holden from the Department of Health, Kinesiology and Sport; Dr. Smith shared photos of Camellia Hall and food court renovations at the Student Center that include new service by Moe's Southwest Grill and Panda Express; Ms. Chronister announced an approximate \$7 million federal appropriation for the School of Computing to develop a predictive maintenance model for the Department of Defense's aging F-16 jet and advised of additional collaboration with Wichita State University to develop a digital twin of the F-16; Dr. Mitchell introduced Counseling and Testing Services (CTS) Director Dr. John Friend for an overview on a clinical mental health training program; and Dr. Mitchell, Chair of the University's Diversity and Inclusion Committee, shared that diversity and inclusion training would be offered to the University community on October 24 and 25.

Dr. Charlton called on Dr. Johnson, who talked about efforts over several years to strengthen academics, which have included incremental increases in the admissions standards; scholarship growth; and expansion of the Honors Program into an Honors College. He presented charts depicting a steady increase in the academic qualifications of each freshman class since 2011, a demonstration that the University's efforts have been effective.

Chairman Simon called for a report from the Budget and Finance Committee. Mr. Corcoran, Committee Chair, said, at a meeting on August 30, Mr. Weldon presented the quarterly financial statements for the nine months ended June 30, 2018, and noted that the information in the statements was as expected. He said Mr. Weldon presented a \$974 million balanced budget for 2018-2019, which reflected a 3.5 percent increase in state appropriation, as well as the tuition and fee increases approved by the Board in June. He stated the Committee voted unanimously to approve **ITEM 19** as follows, and he offered a motion that the Board approve the resolution (for copies of policies and other authorized documents, refer to **APPENDIX A**). Ms. Mitchell seconded and the Board voted unanimously to approve the resolution:

**RESOLUTION
UNIVERSITY TOTAL BUDGET FOR 2018-2019**

BE IT RESOLVED, the University of South Alabama Board of Trustees approves the 2018-2019 University of South Alabama Budget, and

BE IT FURTHER RESOLVED, the University of South Alabama Board of Trustees approves the 2018-2019 Budget as a continuation budget for 2019-2020 in order to be in compliance with bond trust indenture requirements if the budget process cannot be completed prior to beginning the 2019-2020 fiscal year.

Chairman Simon called for a report from the Long-Range Planning Committee. Ms. Brown Stewart, Committee Chair, said, the Committee attended an educational session early on August 30, at which Associate Vice President for Institutional Effectiveness Dr. Angela Coleman discussed the charge and scope of work expected of the Committee; reviewed the University's previous strategic planning process; and provided insight on the Committee's role as it relates to SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) compliance. She advised of plans for an educational session in December that will focus on SACSCOC principles pertaining to Board assessment. She said, at a meeting on August 30, the Committee

heard a report from Dr. Johnson on the University's 2018 Scorecard and Mr. Bailey addressed metrics specific to the Excellence in Health Care strategic priority.

Chairman Simon called for presentation of **ITEM 5**, a report from Faculty Senate President Dr. Matthew Reichert. Dr. Reichert said the Senate held its first meeting recently and the work of the Senate is focused on improving the tenure and promotion process and on possible implementation of a five-year chair review process. He added that the Senate would be collaborating with the Student Government Association (SGA) on common goals and policies. He invited Board members to join the next Senate meeting on September 19.

Chairman Simon called on Associate Vice President for Academic Success Dr. Nicole Carr, who talked about South's Common Read/Common World book selection for 2018-2019 *Just Mercy* by award-winning author and founder of the Equal Justice Initiative Bryan Stevenson. She said Stevenson would speak at the Mitchell Center on November 28. Associate Dean of Students and Title IX coordinator Dr. Krista Harrell said substantial programming was based around the book. Mr. Windom encouraged Trustees and guests to visit the Legacy Museum in Montgomery.

Chairman Simon called for presentation of **ITEM 6**, a report from SGA President Ms. Grace Newcombe. Ms. Newcombe talked about plans for a retreat to educate senators on SGA rules and guidelines. With reference to a master plan, she listed a set of missions conceived by SGA officers that coincide with the University's strategic priorities and detailed a variety of SGA-sponsored activities and initiatives taking shape, such as increased transportation to athletic events, the *Waffles with Waldrop* student engagement opportunity and advocating for increased student participation at campus and community service events like the annual Martin Luther King Day of Service and American Heart Association Heart Walk. She mentioned an SGA President's seal was developed to elevate professionalism and thanked the Marketing and Communications team for assisting. President Waldrop recognized Ms. Newcombe's selection as co-chair of the Alabama University Student Presidents Council.

Chairman Simon called on Ms. Mitchell, who said, as a result of a Board report on student food insecurity at a previous meeting, she contacted Dr. Mitchell about providing a one-year meal scholarship and she urged Trustees to contribute. Ms. Newcombe thanked Ms. Mitchell and acknowledged actions under way to assure students are informed about resources like the campus food pantry and CTS. Dr. Mitchell reported that an account dedicated to support students experiencing hunger was created through the Development Office and anyone could donate. He added that the University's contract with Aramark facilitated two meal scholarships annually, and these together with current donations from Trustees made possible meal scholarships for four students. He directed individuals wanting to donate to the Student Affairs website and said donors could help combat student homelessness as well. Ms. Tuckson suggested broadening donation options to support students with emergencies.

Chairman Simon called on Dr. Furr, who invited Melinda and Louis Mapp to join him, Chairman Simon, President Waldrop and others for the presentation of **ITEM 10** as follows. Comments were shared about the Mapps' legacy of service to and philanthropic support of USA Health, the CWH NICU and NICU patients and families. Dr. Furr read the resolution and, on motion by Mr. Windom, seconded Mr. Shumock, the Board voted unanimously to approve the

resolution. Mr. Mapp recognized the nurses in attendance as the stars of the NICU. A video attesting to the lifesaving mission of the NICU and the Mapps' contributions was shown:

**RESOLUTION
COMMENDATION OF MELINDA AND LOUIS MAPP**

WHEREAS, for decades, Melinda and Louis Mapp and the Mapp Family Foundation have pursued the goals of expanding access to quality health care and improving outcomes for patients, as has the University of South Alabama through the mission of USA Health, and

WHEREAS, six years ago Melinda and Louis Mapp initiated a partnership through a gift to the University of South Alabama Children's & Women's Hospital to expand the Child Life Program and thus assure that young patients' developmental, educational, psychosocial and emotional needs are met even during lengthy hospital stays, and

WHEREAS, the Mapps have strengthened this partnership through generous support for USA Health initiatives, including the USA Mitchell Cancer Institute, Children's Miracle Network activities, and the Collins Carr Memorial roof-top garden, and

WHEREAS, in 2017, Louis Mapp discovered a passion and expanded his commitment to USA Health's most vulnerable patients by volunteering every Tuesday to rock, hold and feed the premature babies who are receiving care in the Hollis J. Wiseman Neonatal Intensive Care Unit (NICU), and

WHEREAS, Mr. Mapp's commitment to the welfare of NICU patients has extended even to donning a kangaroo costume for Kangaroo-A-Thon, an educational event to teach parents of NICU babies about the healing effects skin-to-skin contact can promote for their newborn children, and

WHEREAS, Mr. Mapp's deep involvement in the work of the NICU has given him visionary understanding of its needs, inspiring generous gifts by the Mapps for general operations and the purchase of a transport isolette, which are producing a transformative impact on the care provided by the NICU, and

WHEREAS, the Mapps' most recent gift of \$1,050,000 to establish the Louis and Melinda Mapp NICU Patient Support Fund will provide flexible funding to meet the needs of families with critically ill newborn babies far into the future,

THEREFORE, BE IT RESOLVED, the Board of Trustees commends Melinda and Louis Mapp and the Mapp Family Foundation for their extraordinary commitment to assuring access to the highest quality health care for the most vulnerable members of our community, and

BE IT FURTHER RESOLVED, the Board of Trustees extends profound thanks on behalf of the entire USA Health system, the University's faculty, students and staff, as well as patients and families who will benefit from the visionary philanthropy of Melinda and Louis Mapp for many years to come.

Chairman Simon called upon Ms. Sullivan, who expressed pleasure for the opportunity to recognize the Mitchell family for their profound contributions to the University of South

Alabama. She reported on the University's nomination of Ms. Arlene Mitchell, the late Mr. Mayer Mitchell and Mr. Abe Mitchell for CASE's (Council for Advancement and Support of Education) prestigious and competitive *Distinguished Friend of Education Award*, for which she stated the Mitchells were selected as the 2018 recipients. She said University representatives celebrated with Arlene and Abe at the CASE awards ceremony in New York in July and asserted the award was a true testament of all the Mitchells had accomplished to transform South Alabama and change the lives of countless individuals. A CASE-produced video was shown that chronicled the enduring impact of Arlene, Mayer and Abe Mitchell on South Alabama growth. Chairman Simon asked Ms. Mitchell and Mr. Mitchell to join him for the reading of **ITEM 10.A** as follows. On motion by Mr. Yance, seconded by Mr. Shumock, the Board voted to approve the resolution, with Ms. Mitchell abstaining. Mr. Mitchell said being able to promote education for the betterment of the entire community was rewarding. Ms. Mitchell stated the University was a special place and it was a privilege to be a part of its progress:

**RESOLUTION
TRIBUTE TO THE MITCHELL FAMILY**

WHEREAS, over the past 40 years, Abraham, Arlene and the late Mayer Mitchell have served as trusted leaders, visionaries, advocates, advisers and benefactors of the University of South Alabama and have made a transformational impact on both the University and the USA Health system with charitable giving that represents the largest contribution by any family to any public university in the state of Alabama, and

WHEREAS, Abraham Mitchell has provided extraordinary philanthropic support to the University of South Alabama, endowing the Mitchell Cancer Institute Scholars and the Mitchell College of Business, and committing \$50 million to the University in support of student scholarships through the Mitchell-Moulton Scholarship Initiative as well as continuing support for faculty and students in the Mitchell College of Business, commitments that will impact the lives of thousands of students and patients for generations to come, and

WHEREAS, Mayer Mitchell provided visionary leadership in numerous key positions on the USA Board of Trustees, including as Chair *Pro Tempore*, and played an instrumental role in shaping the University through his exemplary Board service and his extensive and generous philanthropy, specifically to the Mitchell College of Business, Mitchell Center, Mitchell Cancer Institute and the Joseph and Rebecca Mitchell Learning Resource Center, and

WHEREAS, Arlene Mitchell has extended her husband's legacy of service and philanthropy to the University through her dedication and wise counsel to the USA Board of Trustees and her philanthropic support of the University, especially to the Mitchell Cancer Institute and the USA Children's & Women's Hospital, and has worked passionately to instill her values of caring and generosity in her children, grandchildren and all with whom she comes in contact,

THEREFORE, BE IT RESOLVED, the Board of Trustees acknowledges the profound generosity of Abraham, Arlene and the late Mayer Mitchell, pays tribute to their many contributions, their invaluable service and their abiding commitment to the University of South Alabama, the citizens of this state, region and nation, and the countless individuals whose lives have been impacted by their generosity, and proudly recognizes them for

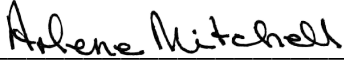
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receiving the prestigious 2018 Distinguished Friend of Education Award from the Council for Advancement and Support of Education.

There being no further business, the meeting was adjourned at 12:05 p.m.

Attest to:

Respectfully submitted:



Arlene Mitchell, Secretary



Kenneth O. Simon, Chair *pro tempore*

APPENDIX A



**UNIVERSITY OF SOUTH ALABAMA
BUDGET
2018-2019**

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**UNIVERSITY OF SOUTH ALABAMA
2018-2019 BUDGET SUMMARY
TOTAL CURRENT FUNDS**

	2018-2019 BUDGET			2017-2018 BUDGET
	UNRESTRICTED	RESTRICTED	TOTAL	
REVENUES:				
TUITION AND FEES	\$ 171,726,975	\$	\$ 171,726,975	\$ 167,764,277
STATE APPROPRIATIONS	111,073,800		111,073,800	107,284,718
FEDERAL GRANTS AND CONTRACTS	3,460,832	35,000,000	38,460,832	38,425,000
STATE AND LOCAL GRANTS AND CONTRACTS	521,943	7,100,000	7,621,943	7,009,924
PRIVATE GIFTS, GRANTS AND CONTRACTS	4,523,100	6,900,000	11,423,100	16,870,000
SALES AND SERVICES OF EDUCATIONAL ACTIVITIES	8,163,500		8,163,500	7,441,750
USA HEALTH	567,131,481		567,131,481	531,848,359
MITCHELL CANCER INSTITUTE	21,318,247		21,318,247	17,775,126
AUXILIARY ENTERPRISES	23,151,131		23,151,131	30,614,429
OTHER SOURCES	7,652,663	6,500,000	14,152,663	13,271,283
TOTAL REVENUES	<u>918,723,672</u>	<u>55,500,000</u>	<u>974,223,672</u>	<u>938,304,866</u>
EXPENDITURES AND MANDATORY TRANSFERS:				
EDUCATIONAL AND GENERAL:				
INSTRUCTION	113,197,804	9,000,000	122,197,804	119,084,027
RESEARCH	5,491,487	13,500,000	18,991,487	20,111,658
PUBLIC SERVICE	2,892,947	5,100,000	7,992,947	14,296,639
ACADEMIC SUPPORT	30,322,947		30,322,947	29,019,887
STUDENT SERVICES	31,391,978	1,000,000	32,391,978	33,018,941
INSTITUTIONAL SUPPORT	27,386,114		27,386,114	25,832,304
OPERATION AND MAINTENANCE OF PLANT	32,815,702		32,815,702	31,090,533
SCHOLARSHIPS	23,915,948	29,300,000	53,215,948	49,282,367
EDUCATIONAL AND GENERAL EXPENDITURES	<u>267,414,927</u>	<u>57,900,000</u>	<u>325,314,927</u>	<u>321,736,356</u>
MANDATORY TRANSFERS FOR:				
PRINCIPAL AND INTEREST	20,308,939		20,308,939	21,632,949
LOAN FUND MATCHING GRANTS	150,000		150,000	150,000
TOTAL EDUCATIONAL AND GENERAL	<u>287,873,866</u>	<u>57,900,000</u>	<u>345,773,866</u>	<u>343,519,305</u>
USA HEALTH (INCLUDING DEBT SERVICE OF \$5,146,046):	<u>566,849,817</u>		<u>566,849,817</u>	<u>534,745,615</u>
MITCHELL CANCER INSTITUTE (INCLUDING DEBT SERVICE OF \$1,954,649):	<u>35,201,748</u>		<u>35,201,748</u>	<u>25,771,965</u>
AUXILIARY ENTERPRISES:				
EXPENDITURES	16,853,558		16,853,558	25,323,338
MANDATORY TRANSFERS FOR:				
PRINCIPAL AND INTEREST	6,070,310		6,070,310	4,806,860
TOTAL AUXILIARY ENTERPRISES	<u>22,923,868</u>		<u>22,923,868</u>	<u>30,130,198</u>
TOTAL EXPENDITURES AND MANDATORY TRANSFERS	<u>912,849,299</u>	<u>57,900,000</u>	<u>970,749,299</u>	<u>934,167,083</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):				
RENEWALS AND REPLACEMENTS	(7,961,648)		(7,961,648)	(10,158,710)
OTHER TRANSFERS	2,087,275	2,400,000	4,487,275	4,484,594
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,536,333)</u>

**UNIVERSITY OF SOUTH ALABAMA
2018-2019 BUDGET SUMMARY
UNRESTRICTED CURRENT FUNDS**

	OPERATIONS AND MAINTENANCE	COLLEGE OF MEDICINE	USA HEALTH	MITCHELL CANCER INSTITUTE	AUXILIARY ENTERPRISES	2018-2019 BUDGET	2017-2018 BUDGET
REVENUES:							
TUITION AND FEES	\$ 159,960,975	\$ 11,766,000	\$	\$	\$	\$ 171,726,975	\$ 167,764,277
STATE APPROPRIATIONS	67,757,000	29,008,000	9,308,800	5,000,000		111,073,800	107,284,718
FEDERAL GRANTS AND CONTRACTS	710,832	2,750,000				3,460,832	3,025,000
STATE AND LOCAL GRANTS AND CONTRACTS	316,349	205,594				521,943	509,924
PRIVATE GIFTS, GRANTS AND CONTRACTS	2,873,100	1,650,000				4,523,100	10,670,000
SALES AND SERVICES OF EDUCATIONAL ACTIVITIES	7,763,500	400,000				8,163,500	7,441,750
USA HEALTH			567,131,481			567,131,481	531,848,359
MITCHELL CANCER INSTITUTE				21,318,247		21,318,247	17,775,126
AUXILIARY ENTERPRISES - SALES AND SERVICES					23,151,131	23,151,131	30,614,429
OTHER SOURCES	5,352,663	2,300,000				7,652,663	7,271,283
TOTAL REVENUES	<u>244,734,419</u>	<u>48,079,594</u>	<u>576,440,281</u>	<u>26,318,247</u>	<u>23,151,131</u>	<u>918,723,672</u>	<u>884,204,866</u>
EDUCATIONAL AND GENERAL:							
INSTRUCTION	88,015,482	25,182,322				113,197,804	110,684,027
RESEARCH	3,141,487	2,350,000				5,491,487	6,111,658
PUBLIC SERVICE	1,850,000	1,042,947				2,892,947	8,896,639
ACADEMIC SUPPORT	24,886,520	5,436,427				30,322,947	29,019,887
STUDENT SERVICES	29,361,944	2,030,034				31,391,978	32,018,941
INSTITUTIONAL SUPPORT	23,311,311	4,074,803				27,386,114	25,832,304
OPERATION AND MAINTENANCE OF PLANT	26,415,584	6,400,118				32,815,702	31,090,533
SCHOLARSHIPS	22,753,448	1,162,500				23,915,948	22,782,367
EDUCATIONAL AND GENERAL EXPENDITURES	<u>219,735,776</u>	<u>47,679,151</u>				<u>267,414,927</u>	<u>266,436,356</u>
MANDATORY TRANSFERS FOR:							
PRINCIPAL AND INTEREST	19,908,496	400,443				20,308,939	21,632,949
LOAN FUND MATCHING GRANTS	150,000					150,000	150,000
TOTAL EDUCATIONAL AND GENERAL	<u>239,794,272</u>	<u>48,079,594</u>				<u>287,873,866</u>	<u>288,219,305</u>
USA HEALTH:							
EXPENDITURES AND MANDATORY TRANSFERS			<u>566,849,817</u>			<u>566,849,817</u>	<u>534,745,615</u>
MITCHELL CANCER INSTITUTE:							
EXPENDITURES AND MANDATORY TRANSFERS				<u>35,201,748</u>		<u>35,201,748</u>	<u>25,771,965</u>
AUXILIARY ENTERPRISES:							
EXPENDITURES					16,853,558	16,853,558	25,323,338
MANDATORY TRANSFERS FOR PRINCIPAL AND INTEREST					6,070,310	6,070,310	4,806,860
TOTAL AUXILIARY ENTERPRISES					<u>22,923,868</u>	<u>22,923,868</u>	<u>30,130,198</u>
TOTAL EXPENDITURES AND MANDATORY TRANSFERS	<u>239,794,272</u>	<u>48,079,594</u>	<u>566,849,817</u>	<u>35,201,748</u>	<u>22,923,868</u>	<u>912,849,299</u>	<u>878,867,083</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):							
RENEWALS AND REPLACEMENTS	(2,200,000)		(5,534,385)		(227,263)	(7,961,648)	(10,158,710)
OTHER TRANSFERS	(2,740,147)		(4,056,079)	8,883,501		2,087,275	3,284,594
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,536,333)</u>

**UNIVERSITY OF SOUTH ALABAMA
2018-2019 BUDGET SUMMARY
RESTRICTED CURRENT FUNDS**

	<u>OPERATIONS AND MAINTENANCE</u>	<u>COLLEGE OF MEDICINE</u>	<u>MITCHELL CANCER INSTITUTE</u>	<u>2018-2019 BUDGET</u>	<u>2017-2018 BUDGET</u>
REVENUES:					
FEDERAL GRANTS AND CONTRACTS	\$ 28,000,000	\$ 4,500,000	\$ 2,500,000	\$ 35,000,000	\$ 35,400,000
STATE AND LOCAL GRANTS AND CONTRACTS	5,600,000	1,400,000	100,000	7,100,000	6,500,000
PRIVATE GIFTS, GRANTS AND CONTRACTS	5,300,000	1,100,000	500,000	6,900,000	6,200,000
OTHER	4,700,000	1,700,000	100,000	6,500,000	6,000,000
TOTAL REVENUES	<u>43,600,000</u>	<u>8,700,000</u>	<u>3,200,000</u>	<u>55,500,000</u>	<u>54,100,000</u>
EXPENDITURES:					
EDUCATIONAL AND GENERAL:					
INSTRUCTION	7,000,000	2,000,000		9,000,000	8,400,000
RESEARCH	4,900,000	5,600,000	3,000,000	13,500,000	14,000,000
PUBLIC SERVICE	3,200,000	1,900,000		5,100,000	5,400,000
STUDENT SERVICES	1,000,000			1,000,000	1,000,000
SCHOLARSHIPS	28,800,000	500,000		29,300,000	26,500,000
TOTAL EXPENDITURES	<u>44,900,000</u>	<u>10,000,000</u>	<u>3,000,000</u>	<u>57,900,000</u>	<u>55,300,000</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):					
OTHER TRANSFERS	1,300,000	1,300,000	(200,000)	2,400,000	1,200,000
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**UNIVERSITY OF SOUTH ALABAMA
OPERATIONS AND MAINTENANCE
2018-2019 BUDGET
UNRESTRICTED CURRENT FUNDS**

	<u>2018-2019 BUDGET</u>	<u>2017-2018 BUDGET</u>
REVENUES:		
TUITION AND FEES	\$ 159,960,975	\$ 155,643,277
ALLOCATION OF STATE APPROPRIATIONS	67,757,000	65,335,214
FEDERAL GRANTS AND CONTRACTS	710,832	925,000
STATE GRANTS AND CONTRACTS	316,349	315,000
PRIVATE GIFTS, GRANTS AND CONTRACTS	2,873,100	3,610,000
SALES AND SERVICES OF EDUCATIONAL ACTIVITIES	7,763,500	7,441,750
OTHER SOURCES	<u>5,352,663</u>	<u>5,721,283</u>
TOTAL REVENUES	<u>244,734,419</u>	<u>238,991,524</u>
EXPENDITURES AND MANDATORY TRANSFERS:		
EDUCATIONAL AND GENERAL:		
INSTRUCTION	88,015,482	84,054,749
RESEARCH	3,141,487	2,951,658
PUBLIC SERVICE	1,850,000	3,000,000
ACADEMIC SUPPORT	24,886,520	24,812,437
STUDENT SERVICES	29,361,944	30,170,006
INSTITUTIONAL SUPPORT	23,311,311	22,570,772
OPERATION AND MAINTENANCE OF PLANT	26,415,584	26,674,355
SCHOLARSHIPS	<u>22,753,448</u>	<u>21,614,867</u>
EDUCATIONAL AND GENERAL EXPENDITURES	<u>219,735,776</u>	<u>215,848,844</u>
MANDATORY TRANSFERS:		
PRINCIPAL AND INTEREST	19,908,496	21,232,506
LOAN FUND MATCHING GRANTS	<u>150,000</u>	<u>150,000</u>
TOTAL EXPENDITURES AND MANDATORY TRANSFERS	<u>239,794,272</u>	<u>237,231,350</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):		
RENEWALS AND REPLACEMENTS	(2,200,000)	(4,100,000)
OTHER TRANSFERS	<u>(2,740,147)</u>	<u>803,493</u>
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ -</u>	<u>\$ (1,536,333)</u>

**UNIVERSITY OF SOUTH ALABAMA
COLLEGE OF MEDICINE
2018-2019 BUDGET
UNRESTRICTED CURRENT FUNDS**

	<u>2018-2019 BUDGET</u>	<u>2017-2018 BUDGET</u>
REVENUES:		
TUITION AND FEES	\$ 11,766,000	\$ 12,121,000
ALLOCATION OF STATE APPROPRIATIONS	29,008,000	27,972,031
FEDERAL GRANTS AND CONTRACTS	2,750,000	2,100,000
STATE GRANTS AND CONTRACTS	205,594	194,924
PRIVATE GIFTS, GRANTS AND CONTRACTS	1,650,000	7,060,000
SALES AND SERVICES OF EDUCATIONAL ACTIVITIES	400,000	
OTHER SOURCES	<u>2,300,000</u>	<u>1,550,000</u>
TOTAL REVENUES	<u>48,079,594</u>	<u>50,997,955</u>
EXPENDITURES AND MANDATORY TRANSFERS:		
EDUCATIONAL AND GENERAL:		
INSTRUCTION	25,182,322	26,629,278
RESEARCH	2,350,000	3,160,000
PUBLIC SERVICE	1,042,947	5,896,639
ACADEMIC SUPPORT	5,436,427	4,207,450
STUDENT SERVICES	2,030,034	1,848,935
INSTITUTIONAL SUPPORT	4,074,803	3,261,532
OPERATION AND MAINTENANCE OF PLANT	6,400,118	4,416,178
SCHOLARSHIPS	<u>1,162,500</u>	<u>1,167,500</u>
EDUCATIONAL AND GENERAL EXPENDITURES	<u>47,679,151</u>	<u>50,587,512</u>
MANDATORY TRANSFERS:		
PRINCIPAL AND INTEREST	<u>400,443</u>	<u>400,443</u>
TOTAL EXPENDITURES AND MANDATORY TRANSFERS	<u>48,079,594</u>	<u>50,987,955</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):		
OTHER TRANSFERS	<u> </u>	<u>(10,000)</u>
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>

**UNIVERSITY OF SOUTH ALABAMA
USA HEALTH
2018-2019 BUDGET
UNRESTRICTED CURRENT FUNDS**

	<u>2018-2019 BUDGET</u>	<u>2017-2018 BUDGET</u>
REVENUES:		
GROSS PATIENT REVENUES	\$ 902,729,126	\$ 865,460,061
CONTRACTUAL ADJUSTMENTS	368,180,583	376,286,463
OTHER ADJUSTMENTS	6,715,178	3,896,961
TOTAL DEDUCTIONS FROM REVENUES	<u>374,895,761</u>	<u>380,183,424</u>
NET PATIENT REVENUES	<u>527,833,365</u>	<u>485,276,637</u>
ALLOCATION OF STATE APPROPRIATIONS	9,308,800	8,977,473
MOBILE COUNTY HOSPITAL BOARD	17,291,204	16,400,000
MOBILE COUNTY INDIGENT CARE BOARD	375,000	326,583
MEDICAID DISPROPORTIONATE SHARE	12,257,913	21,336,209
OTHER REVENUES	<u>9,373,999</u>	<u>8,508,930</u>
TOTAL REVENUES	<u>576,440,281</u>	<u>540,825,832</u>
EXPENDITURES AND MANDATORY TRANSFERS:		
EXPENDITURES:		
NURSING SERVICES	123,013,376	111,702,744
PROFESSIONAL SERVICES	127,713,166	120,687,696
GENERAL DIVISION	22,620,380	23,453,024
ADMINISTRATIVE DIVISION	72,546,141	74,030,091
MEDICAL EDUCATION	20,699,116	19,434,961
AMBULATORY CLINICS	84,639,412	82,304,107
PROVISION FOR UNCOLLECTIBLE ACCOUNTS (NET OF RECOVERIES)	<u>110,472,179</u>	<u>93,838,886</u>
TOTAL EXPENDITURES	<u>561,703,771</u>	<u>525,451,509</u>
MANDATORY TRANSFERS FOR:		
PRINCIPAL AND INTEREST	<u>5,146,046</u>	<u>9,294,106</u>
TOTAL EXPENDITURES AND MANDATORY TRANSFERS	<u>566,849,817</u>	<u>534,745,615</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):		
RENEWALS AND REPLACEMENTS	(5,534,385)	(5,574,479)
OTHER TRANSFERS	<u>(4,056,079)</u>	<u>(505,738)</u>
NET INCREASE (DECREASE) IN FUND BALANCES	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**UNIVERSITY OF SOUTH ALABAMA
MITCHELL CANCER INSTITUTE
2018-2019 BUDGET
UNRESTRICTED CURRENT FUNDS**

	<u>2018-2019 BUDGET</u>	<u>2017-2018 BUDGET</u>
REVENUES:		
GROSS PATIENT REVENUES	\$ 35,589,281	\$ 30,189,049
ALLOCATION OF STATE APPROPRIATIONS	5,000,000	5,000,000
OTHER REVENUES	<u>3,397,060</u>	<u>3,289,404</u>
TOTAL REVENUES	<u>43,986,341</u>	<u>38,478,453</u>
LESS: CONTRACTUAL ADJUSTMENTS	<u>17,668,094</u>	<u>15,703,327</u>
NET REVENUES	<u>26,318,247</u>	<u>22,775,126</u>
EXPENDITURES AND MANDATORY TRANSFERS:		
EXPENDITURES:		
PROFESSIONAL SERVICES	10,508,476	7,721,831
ADMINISTRATIVE DIVISION	21,077,154	15,487,930
PROVISION FOR UNCOLLECTIBLE ACCOUNTS (NET OF RECOVERIES)	<u>1,661,469</u>	<u>648,572</u>
TOTAL EXPENDITURES	<u>33,247,099</u>	<u>23,858,333</u>
MANDATORY TRANSFERS:		
PRINCIPAL AND INTEREST	<u>1,954,649</u>	<u>1,913,632</u>
TOTAL EXPENDITURES AND MANDATORY TRANSFERS	<u>35,201,748</u>	<u>25,771,965</u>
OTHER TRANSFERS AND ADDITIONS/(DEDUCTIONS):		
OTHER TRANSFERS	<u>8,883,501</u>	<u>2,996,839</u>
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>

**UNIVERSITY OF SOUTH ALABAMA
STATE APPROPRIATIONS
EDUCATION TRUST FUND**

<u>2018-2019</u>	<u>2017-2018</u>
\$ <u>111,073,800</u>	\$ <u>107,284,718</u>



UNIVERSITY OF SOUTH ALABAMA

**DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY
PURSUANT TO ALABAMA ACT 2014-133**

PROPERTY ADDRESS:

6000 South Waringwood Drive
Mobile, Alabama 36608
Parcel Number 28-04-17-1-000-038.XXX
Key Number: 489527

APPRAISAL INFORMATION:

No appraisal was obtained. The Mobile County Revenue Commission reported a 2018 value of \$22,100.00.

CONTRACTS RELATED TO THE PURCHASE:

Attached as Exhibit "A"

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

USA PROPERTIES

775 N. University Blvd. | Suite 150 | Mobile, Alabama 36608-4548
TEL: (251) 460-6100 | FAX: (251) 461-1765 | SouthAlabama.edu

REAL ESTATE PURCHASE CONTRACT

The **University of South Alabama** ("Buyer"), a public body corporate, whose principal address is 307 University Boulevard North, Mobile, AL 36688 ("Buyer's Address"), hereby agrees to buy and **Albert L. Miller** ("Seller"), whose principal address is 3613 Gaynor Road Extension, Eight Mile, Alabama 36613 ("Seller's Address"), hereby agrees to sell for the consideration and upon the terms hereinafter set forth, the real estate described as:

6000 Waringwood Dr., Mobile, Alabama 36608

Parcel: R022804171000038.

Lot 54, Block 11 of Hillsdale Heights Subdivision according to plat thereof recorded in Map Book 10, Page 183, of the records in the office of the Judge of Probate, Mobile County, Alabama

TOGETHER WITH all rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining (the "Property").

ARTICLE I - Purchase Price and Condition of Property

1.1 The purchase price for the Property shall be **SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00)** (the "Purchase Price") and shall be payable on the day of Closing ("Closing Date") by cash, cashier's check, certified check or wire transfer. Buyer shall pay the cost of acquiring a current title insurance policy for the benefit of Buyer, and the cost of document preparation, including a general warranty deed. Buyer agrees to pay other closing and settlement costs. Property taxes shall be prorated as of the Closing date.

1.2 Seller agrees that the proceeds of this sale shall be used to satisfy any and all outstanding mortgages and/or liens that exist on the Property at the Closing of this transaction (the "Closing") before any remaining proceeds from the sale are given to Seller.

ARTICLE II - Closing

2.1 Unless otherwise extended by the provisions of the "Contract" or by agreement in writing by the parties, the Closing of this transaction shall be held by or before September 30, 2018.

2.2 The Closing shall be held at the title insurance company of Buyer's choosing.

ARTICLE III - Possession

3.1 Seller and Buyer acknowledge and agree that until the Closing date, Seller shall have possession of the Property and shall continue to pay any and all expenses incurred by Seller such as yard maintenance and agrees to indemnify and hold Buyer harmless from any and all costs associated with same. Seller shall be responsible for insuring the property during the period of Seller's possession. Buyer shall bear no responsibility for risk of loss prior to the time that Seller vacates the property.

ARTICLE IV - Deed and Other Documents

4.1 Seller shall convey the Property to Buyer by recordable General Warranty Deed (the "Deed"), conveying good and marketable title of record to the Property, in fee simple, free and clear of all liens and encumbrances except for a lien of real property taxes not yet due and payable, any liens and encumbrances which do not interfere with Buyer's intended use of the Property, including existing easements, and other exceptions approved in writing by Buyer.

4.2 Seller shall execute and deliver with the Deed such other documents as may be required by any governmental entity or by the title insurance company as a condition to the issuance of its policy of title insurance in accordance with Article V, including, but not limited to:

- (a) The standard affidavit required by the title insurance company for the removal of the standard preprinted exceptions from the title insurance policy; and
- (b) A Certificate of Non-Foreign Status or other evidence satisfactory to Buyer and the title insurance company confirming that Buyer is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

ARTICLE V - Title Insurance

5.1 Buyer shall order a title insurance commitment or preliminary title report issued by the title company of Buyer's choosing (referred to as "Title Insurance Company") in which the Title Insurance Company commits that upon delivery and recordation of the Deed and other documents provided for in this Contract, it will issue, at its usual rate, an ALTA form B owner's policy with extended coverage or comparable form, insuring access to the Property and such other endorsements as Buyer may request (the "Policy"), insuring Buyer in the total amount of the Purchase Price, fee simple title to the Premises subject

only to (a) the lien for real estate taxes not yet due and payable; (b) exceptions approved in writing by Buyer; and/or (c) such liens as are to be released and discharged at the Closing. Seller agrees to provide to Buyer and the Title Insurance Company all title information in Seller's possession relating to the Property together with a copy of the most recent tax bills relating to the Property.

5.2 Without limiting the foregoing or being limited thereby, the standard exceptions for parties in possession, mechanics' and materialmen's liens and matters which would be disclosed by an accurate survey shall be eliminated from said Policy.

5.3 Seller shall bear all costs and expenses incurred in connection with the issuance of said title commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Contract.

5.4 If the title insurance commitment or report shows any exceptions to title other than those referred to in Article 5.1 above, Buyer shall notify Seller in writing of the defects in title within ten (10) days after receipt of the title commitment (with copies of all documents referred to therein). Seller shall then have ten (10) days after receipt of such notice in which to cure such defects and furnish to Buyer satisfactory proof that such defects have been cured. Seller agrees to use its best efforts to cure such defects. If Seller fails or is unable to cure such title defects within such ten (10) day period or to obtain title insurance which will give affirmative coverage to Buyer against loss as a result of such title defects, Buyer shall have the option, to be exercised in its sole discretion, to (i) proceed with Closing of this transaction subject to such title defects, or (ii) terminate this Contract.

ARTICLE VI - Taxes and Assessments

6.1 Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final.

6.2 Seller shall pay any special assessments which (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

ARTICLE VII - Utility Charges

7.1 Seller shall pay or credit on the Purchase Price all unpaid utility charges and all charges for services of any type furnished to the Property by all governmental agencies, public utilities and/or private utilities through the Closing Date.

ARTICLE VIII - Risk of Loss

8.1 The risk of loss, damage or destruction to the Property and any improvements thereon through condemnation, fire or otherwise shall be borne by Seller until the Closing.

ARTICLE IX - Conditions to Closing

9.1 Buyer's obligation to close this transaction is subject to the following conditions and covenants:

(a) Easements. Buyer may obtain at or prior to Closing all other easements or licenses deemed necessary by Buyer upon terms and conditions acceptable to Buyer. Seller agrees to reasonably cooperate with Buyer in obtaining any such easements or licenses.

(b) Survey. Buyer may obtain, at Buyer's sole cost, a certified ALTA survey, being a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property. If a survey is obtained and discloses any condition rendering the Property unusable, in Buyer's sole judgment, for the intended purpose of Buyer, Buyer may terminate this Contract for Purchase with no penalty.

(c) Title Insurance. Buyer shall have obtained from Seller a satisfactory title insurance commitment or preliminary title report in accordance with Article VI above.

(d) Seller's Performance. Seller shall have performed all terms, covenants and obligations required of Seller hereunder.

(e) Environmental Audit and Testing. Buyer, at Buyer's expense, may obtain a current satisfactory Phase I or Phase II Environmental Audit of the Property and any other environmental testing which Buyer deems reasonably

necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on, under or surrounding the Property, Buyer may terminate this Contract.

(f) Satisfaction of all existing mortgages and/or liens.

ARTICLE X - Notices

10.1 Unless otherwise provided herein, all notices shall be in writing and shall be deemed effective upon the earlier of either (a) personal delivery (b) facsimile or (c) deposit in the U.S. Mail, marked Certified or Registered, return receipt requested, with postage prepaid to Seller at 3613 Gaynor Road Extension, Eight Mile, Alabama 36613, and to Buyer at 775 N. University Boulevard, Suite 150, Mobile, AL 36608 (facsimile 251-460-1765).

ARTICLE XI - Representations and Warranties

11.1 Seller represents, warrants and covenants to Buyer as to the following matters, and shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date.

(a) All covenants, conditions, restrictions, easements and similar matters affecting the Property have been complied with.

(b) There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property or the furnishings and equipment contained in the premises and sold as part of this Agreement. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending, threatened or contemplated against Seller, the Property or the furnishings and equipment contained in the premises and sold as part of this Agreement. Seller is not contemplating the institution of insolvency proceedings.

(c) Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.

(d) Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property.

(e) To the best of Seller's knowledge, Seller: (i) has not used the Property for the

storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Buyer the location of all underground storage tanks on the Property (if any).

(f) No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

(g) The execution and delivery of this Contract has been duly authorized and validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which either Seller and/or the Property is/are bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which either Seller or the Property may be subject.

11.2 As an inducement to Seller to enter into this Contract, Buyer represents that Buyer has the right, power and authority to purchase the Property in accordance with the terms and conditions of this Contract and that Buyer has validly executed and delivered this Contract.

11.3 Except as is expressly provided in this Contract, Buyer acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representations as to the physical nature or condition of the Property.

11.4 All of the representations, warranties and covenants made by Seller in Article XI and elsewhere in this Contract shall survive the Closing for a period of two (2) years. Unless Buyer delivers notice to Seller of a breach of representation, warranty or covenant contained in Article XI or elsewhere in this Contract within two (2) years of the Closing Date, the representation, warranty or covenant shall be of no further force or effect.

ARTICLE XII - Miscellaneous

12.1 This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

12.2 This Contract constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Property or to this transaction which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or discharge this Contract in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of any change, modification or discharge is sought.

12.3 The headings of the Articles hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

12.4 If two or more persons constitute the Seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Contract.

12.5 This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama. The parties agree and acknowledge that the only forum for any claim against Buyer pursuant to this Agreement is the Alabama State Board of Adjustment.

12.6 This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

12.7 The Effective Date shall be the date of the last execution hereof.

12.8 Time is of the essence hereof.

12.9 Any condition or right of termination, cancellation or rescission granted by this Contract to Seller or Buyer may be waived by such party provided such waiver is in writing.

12.10 If the time period or date by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

ARTICLE XIII - Acceptance

13.1 In the event this Contract is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at 12:00pm NOON, Friday, August 24, 2018 Central Daylight Time following the offer unless one copy of this Contract,

executed by the party to whom this offer had been made, shall have been mailed (in accordance with Article X hereof) or personally delivered to the party making the offer.

ARTICLE XIV – Broker Agency Disclosure: 34-27-8-(c)

The selling company is:	The listing company is:
USA Properties	USA Properties
<u>TWO BLOCKS MAY BE CHECKED</u>	<u>TWO BLOCKS MAY BE CHECKED</u>
<input type="checkbox"/> and is an Agent of the Seller <input checked="" type="checkbox"/> and is an Agent of the Buyer <input type="checkbox"/> and is an Agent of both Seller and Buyer acting as a limited dual consensual agent <input checked="" type="checkbox"/> and is assisting the <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller as a transaction broker.	<input type="checkbox"/> and is an Agent of the Seller <input checked="" type="checkbox"/> and is an Agent of the Buyer <input type="checkbox"/> and is an Agent of both Seller and Buyer acting as a limited dual consensual agent <input checked="" type="checkbox"/> and is assisting the <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller as a transaction broker.
Buyer(s) initials: <u>RIA</u>	Seller(s) initials: <u>AM</u>

14.1 Both Buyer and Seller agree and understand that USA Properties is acting as an agent of the Buyer in this transaction and is solely assisting Seller as a transaction broker. Seller understands that Seller is under no obligation to pay a commission to USA Properties with respect to this transaction.

Signed by Buyer this 29th day of August, 2018.

BUYER:
UNIVERSITY OF SOUTH ALABAMA

By: Robert K. Davis
Robert K. Davis

Signed by Seller this 27 day of August, 2018.

SELLER:
ALBERT L. MILLER

By: Albert L. Miller
Albert L. Miller



UNIVERSITY OF SOUTH ALABAMA

**DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY
PURSUANT TO ALABAMA ACT 2014-133**

PROPERTY ADDRESS:

600 Caton Avenue
Mobile, Alabama 36617
Parcel Number 29-02-44-0-027-076.XXX
Key Number: 700575

APPRAISAL INFORMATION:

No appraisal was obtained. The Mobile County Revenue Commission reported a 2018 value of \$8,300.00.

CONTRACTS RELATED TO THE PURCHASE:

Attached as Exhibit "A"

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

USA PROPERTIES

775 N. University Blvd. | Suite 150 | Mobile, Alabama 36608-4548
TEL: (251) 460-6100 | FAX: (251) 461-1765 | SouthAlabama.edu

REAL ESTATE PURCHASE CONTRACT

The **University of South Alabama** ("Buyer"), a public body corporate, whose principal address is 307 University Boulevard North, Mobile, AL 36688 ("Buyer's Address"), hereby agrees to buy and **Leonard C. & Grace Y. Wyatt** ("Seller"), whose principal address is 6427 Middle Ring Court, Mobile, Alabama 36608 ("Seller's Address"), hereby agrees to sell for the consideration and upon the terms hereinafter set forth, the real estate described as:

600 Caton Avenue, Mobile, Alabama 36617
Parcel: 29 02 44 0 027 076.XXX
Key Number: 700575

BEG AT INTER OF N ROW FILLINGIM ST & E ROW CATON AVE TH N 210 FT(S) TH E 68 FT S THE S 208 FT S TH W 68 FT(S) TO POB GRT LESS & EXC PT INTO ROW FOR FILLINGIM ST PER PROJECT STP MB-7531(600)

TOGETHER WITH all rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining (the "Property").

ARTICLE I - Purchase Price and Condition of Property

1.1 The purchase price for the Property shall be **EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500.00)** (the "Purchase Price") and shall be payable on the day of Closing ("Closing Date") by cash, cashier's check, certified check or wire transfer. Seller shall pay the cost of acquiring a current title insurance policy for the benefit of Buyer, and the cost of document preparation, including a general warranty deed (the "Deed"). Buyer agrees to pay other closing and settlement costs. Property taxes shall be prorated as of the Closing date.

1.2 Seller agrees that the proceeds of this sale shall be used to satisfy any and all outstanding mortgages and/or liens that exist on the Property at the Closing of this transaction (the "Closing") before any remaining proceeds from the sale are given to Seller.

ARTICLE II - Closing

2.1 Unless otherwise extended by the provisions of the "Contract" or by agreement in

writing by the parties, the Closing of this transaction shall be held by or before September 30, 2018.

2.2 The Closing shall occur at the offices of McFadden Rouse & Bender, LLC, or such other location as may be agreed to in writing by Purchaser and Seller.

ARTICLE III - Possession

3.1 Seller and Buyer acknowledge and agree that until the Closing date, Seller shall have possession of the Property and shall continue to pay any and all expenses incurred by Seller such as yard maintenance and agrees to indemnify and hold Buyer harmless from any and all costs associated with same. Seller shall be responsible for insuring the property during the period of Seller's possession. Buyer shall bear no responsibility for risk of loss prior to the time that Seller vacates the property.

ARTICLE IV - Deed and Other Documents

4.1 Seller shall convey the Property to Buyer by recordable General Warranty Deed (the "Deed"), conveying good and marketable title of record to the Property, in fee simple, free and clear of all liens and encumbrances except for a lien of real property taxes not yet due and payable, any liens and encumbrances which do not interfere with Buyer's intended use of the Property, including existing easements, and other exceptions approved in writing by Buyer.

4.2 Seller shall execute and deliver with the Deed such other documents as may be required by any governmental entity or by the title insurance company as a condition to the issuance of its policy of title insurance in accordance with Article V, including, but not limited to:

- (a) The standard affidavit required by the title insurance company for the removal of the standard preprinted exceptions from the title insurance policy; and
- (b) A Certificate of Non-Foreign Status or other evidence satisfactory to Buyer and the title insurance company confirming that Buyer is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

ARTICLE V - Title Insurance

5.1 Buyer shall order a title insurance commitment or preliminary title report issued by the title company of Buyer's choosing (referred to as "Title Insurance Company") in which the Title Insurance Company commits that upon delivery and recordation of the Deed and other documents provided for in this Contract, it will issue, at its usual rate, an ALTA form B owner's policy with extended coverage or comparable form, insuring access to the Property and such other endorsements as Buyer may request (the "Policy"), insuring Buyer in the total amount of the Purchase Price, fee simple title to the Premises subject only to (a) the lien for real estate taxes not yet due and payable; (b) exceptions approved in writing by Buyer; and/or (c) such liens as are to be released and discharged at the Closing. Seller agrees to provide to Buyer and the Title Insurance Company all title information in Seller's possession relating to the Property together with a copy of the most recent tax bills relating to the Property.

5.2 Without limiting the foregoing or being limited thereby, the standard exceptions for parties in possession, mechanics' and materialmen's liens and matters which would be disclosed by an accurate survey shall be eliminated from said Policy.

5.3 Seller shall bear all costs and expenses incurred in connection with the issuance of said title commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Contract.

5.4 If the title insurance commitment or report shows any exceptions to title other than those referred to in Article 5.1 above, Buyer shall notify Seller in writing of the defects in title within ten (10) days after receipt of the title commitment (with copies of all documents referred to therein). Seller shall then have ten (10) days after receipt of such notice in which to cure such defects and furnish to Buyer satisfactory proof that such defects have been cured. Seller agrees to use its best efforts to cure such defects. If Seller fails or is unable to cure such title defects within such ten (10) day period or to obtain title insurance which will give affirmative coverage to Buyer against loss as a result of such title defects, Buyer shall have the option, to be exercised in its sole discretion, to (i) proceed with Closing of this transaction subject to such title defects, or (ii) terminate this Contract.

ARTICLE VI - Taxes and Assessments

6.1 Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final.

6.2 Seller shall pay any special assessments which (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

ARTICLE VII - Utility Charges

7.1 Seller shall pay or credit on the Purchase Price all unpaid utility charges and all charges for services of any type furnished to the Property by all governmental agencies, public utilities and/or private utilities through the Closing Date.

ARTICLE VIII - Risk of Loss

8.1 The risk of loss, damage or destruction to the Property and any improvements thereon through condemnation, fire or otherwise shall be borne by Seller until the Closing.

ARTICLE IX - Conditions to Closing

9.1 Buyer's obligation to close this transaction is subject to the following conditions and covenants:

(a) Easements. Buyer may obtain at or prior to Closing all other easements or licenses deemed necessary by Buyer upon terms and conditions acceptable to Buyer. Seller agrees to reasonably cooperate with Buyer in obtaining any such easements or licenses.

(b) Survey. Buyer may obtain, at Buyer's sole cost, a certified ALTA survey, being a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments,

streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property. If a survey is obtained and discloses any condition rendering the Property unusable, in Buyer's sole judgment, for the intended purpose of Buyer, Buyer may terminate this Contract for Purchase with no penalty.

(c) Title Insurance. Buyer shall have obtained from Seller a satisfactory title insurance commitment or preliminary title report in accordance with Article V above.

(d) Seller's Performance. Seller shall have performed all terms, covenants and obligations required of Seller hereunder.

(e) Environmental Audit and Testing. Buyer, at Buyer's expense, may obtain a current satisfactory Phase I or Phase II Environmental Audit of the Property and any other environmental testing which Buyer deems reasonably necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on, under or surrounding the Property, Buyer may terminate this Contract.

(f) Title to property with satisfaction of all existing mortgages and/or liens free and clear of all encumbrances.

(g) Demolition by Seller of all existing structures upon the property and removal of all debris associated therewith, to Buyer's reasonable satisfaction.

ARTICLE X - Notices

10.1 Unless otherwise provided herein, all notices shall be in writing and shall be deemed effective upon the earlier of either (a) personal delivery (b) facsimile or (c) deposit in the U.S. Mail, marked Certified or Registered, return receipt requested, with postage prepaid to Seller at 6427 Middle Ring Court, Mobile, Alabama 36608, and to Buyer at 775 N. University Boulevard, Suite 150, Mobile, AL 36608 (facsimile 251-460-1765).

ARTICLE XI - Representations and Warranties

11.1 Seller represents, warrants and covenants to Buyer as to the following matters, and shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date.

- (a) All covenants, conditions, restrictions, easements and similar matters affecting the Property have been complied with.
- (b) There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property or the furnishings and equipment contained in the premises and sold as part of this Agreement. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending, threatened or contemplated against Seller, the Property or the furnishings and equipment contained in the premises and sold as part of this Agreement. Seller is not contemplating the institution of insolvency proceedings.
- (c) Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.
- (d) Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property.
- (e) To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Buyer the location of all underground storage tanks on the Property (if any).
- (f) No event has occurred with respect to the Property which would constitute

a violation of any applicable environmental law, ordinance or regulation.

(g) The execution and delivery of this Contract has been duly authorized and validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which either Seller and/or the Property is/are bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which either Seller or the Property may be subject.

11.2 As an inducement to Seller to enter into this Contract, Buyer represents that Buyer has the right, power and authority to purchase the Property in accordance with the terms and conditions of this Contract and that Buyer has validly executed and delivered this Contract.

11.3 Except as is expressly provided in this Contract, Buyer acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representations as to the physical nature or condition of the Property.

11.4 All of the representations, warranties and covenants made by Seller in Article XI and elsewhere in this Contract shall survive the Closing for a period of two (2) years. Unless Buyer delivers notice to Seller of a breach of representation, warranty or covenant contained in Article XI or elsewhere in this Contract within two (2) years of the Closing Date, the representation, warranty or covenant shall be of no further force or effect.

ARTICLE XII - Miscellaneous

12.1 This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

12.2 This Contract constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Property or to this transaction which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify

or discharge this Contract in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of any change, modification or discharge is sought.

12.3 The headings of the Articles hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

12.4 If two or more persons constitute the Seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Contract.

12.5 This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama. The parties agree and acknowledge that the only forum for any claim against Buyer pursuant to this Agreement is the Alabama State Board of Adjustment.

12.6 This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

12.7 The Effective Date shall be the date of the last execution hereof.

12.8 Time is of the essence hereof.

12.9 Any condition or right of termination, cancellation or rescission granted by this Contract to Seller or Buyer may be waived by such party provided such waiver is in writing.

12.10 If the time period or date by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

ARTICLE XIII - Acceptance

13.1 In the event this Contract is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at 12:00pm NOON, Wednesday, September 5, 2018 Central Daylight Time following the offer unless one copy of this Contract, executed by the party to whom this offer had been made, shall have been mailed (in accordance with Article XI hereof) or personally delivered to the

party making the offer.

ARTICLE XIV – Broker Commissions

14.1 To the extent allowed by law, each party agrees to indemnify and hold the other party harmless from any cost, expense or liability (including reasonable attorney’s fees) for any compensation, commissions or charges claimed by any real estate broker or agent employed or claiming to represent or to have been employed by the indemnifying party in connection with the negotiation of this transaction.

Signed by Buyer this 31st day of August, 2018.

BUYER:

UNIVERSITY OF SOUTH ALABAMA

By: Robert K. Davis
Robert K. Davis

Signed by Seller this 5th day of September, 2018.

SELLERS:

Leonard C. & Grace Y. Wyatt

By: Leonard C. Wyatt
Leonard C. Wyatt

By: Grace Y. Wyatt
Grace Y. Wyatt

COMMITTEE MINUTES

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

AUDIT COMMITTEE

**August 30, 2018
1:30 p.m.**

A meeting of the Audit Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Jimmy Shumock, Chair, on Thursday, August 30, 2018, at 1:40 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Alexis Atkins, Ron Graham, Ron Jenkins (late arrival) and Jimmy Shumock.

Member Absent: Scott Charlton.

Other Trustees: Chandra Brown Stewart, Tom Corcoran, Steve Furr, Arlene Mitchell, Lenus Perkins, Ken Simon, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Ken Davis, Joel Erdmann, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, Grace Newcombe (SGA), Mark Peach and Ashley Willson (KPMG), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Tony Waldrop and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (*al.com*).

Following remarks by Provost Johnson, who called on USA freshman quintuplets Mr. Shipley Zimlich, Ms. Hallie Zimlich, Ms. Amelia Rose Zimlich, Ms. Isabella Zimlich and Ms. Sophia Zimlich to introduce themselves, the meeting came to order and the attendance roll was called. Mr. Shumock called for consideration of the minutes of the meeting held on May 31, 2018. On motion by Ms. Atkins, seconded by Mr. Graham, the Committee voted unanimously to adopt the minutes.

Mr. Shumock advised that KPMG partners Ms. Ashley Willson and Mr. Mark Peach spent time with Audit Committee members prior to the meeting to get acquainted and impart general information. As to **ITEM 7**, the KPMG Audit report, Ms. Willson and Mr. Peach discussed expectations for the financial audit covering the fiscal year ending September 30, 2018, as summarized in the document titled *University of South Alabama Report to the Audit Committee*.

Mr. Shumock invited participation in an educational session on risk assessment to be facilitated by Mr. Berry on August 31 following the Board meeting.

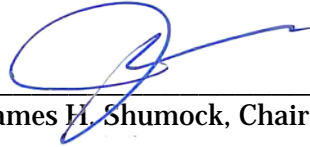
Mr. Shumock called for presentation of the independent audit of the USA Foundation (USAF) consolidated financial statements and the disproportionate share hospital (DSH) funds combined financial statements for the year ended June 30, 2018, **ITEM 8**. Mr. Davis reviewed audit highlights and noted an unqualified opinion on both audits conducted by the firm of Deloitte & Touche. At the request of Mr. Yance and Dr. Stokes, Mr. Weldon and Mr. Davis shared historical perspective on the

Audit Committee
August 30, 2018
Page 2

DSH funds held by the USAF and commented on distributions to the University from DSH funds and timber holdings.

There being no further business, the meeting was adjourned at 2:08 p.m.

Respectfully submitted:



James H. Shumock, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE

**August 30, 2018
2:11 p.m.**

A meeting of the Development, Endowment and Investments Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Jim Yance, Chair, on Thursday, August 30, 2018, at 2:11 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Chandra Brown Stewart, Tom Corcoran, Ron Jenkins, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Other Trustees: Alexis Atkins, Steve Furr, Ron Graham, Arlene Mitchell, Lenus Perkins, Jimmy Shumock and Ken Simon.

Administration and Others: Terry Albano, Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, Joseph Knight (J.P. Morgan), John Marymont, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Norman Pitman, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Tony Waldrop and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (*al.com*).

Following Ms. Chronister's introduction of Electrical Engineering student Mr. Contrell Jolly for a presentation on his participation in the 2018 Mobile County Summer Internship Program, a workforce development partnership between South Alabama, Mobile County, PNC Bank, and the Southwest Alabama Partnership for Training and Employment, the meeting came to order and the attendance roll was called. Mr. Yance called for consideration of the minutes of the meeting held on May 31, 2018. On motion by Mr. Windom, seconded by Capt. Jenkins, the Committee voted unanimously to adopt the minutes.

Mr. Yance called on Mr. Albano to discuss endowment and investment performance for the period October 1, 2017, through June 30, 2018, **ITEM 9**. Mr. Albano reported a return of 4.11 percent vs. the relative index of 3.65 percent, an outperformance by 46 basis points. He detailed manager performance and asked Mr. Pitman to discuss manager underperformance and private equity investments. Mr. Pitman recommended that South's mutual fund investments be moved to a John Hancock International Growth Fund managed by the Boston firm Wellington Management. Mr. Yance called for a motion. Capt. Jenkins moved for approval, Mr. Windom seconded and the Committee voted unanimously to approve the recommendation. Mr. Albano addressed asset allocation and advised of the final 3.3 percent distribution from Private Advisors expected within the week for the hedge fund that was closed in June 2016, making for a cumulative distribution of approximately 103 percent. He added that the fund value at closing was approximately \$6.8 million. He reported the annualized performance since inception was 5.35 percent vs. the relative index of 4.39 percent, an outperformance of close to one percent.

He introduced Mr. Joseph Knight of J.P. Morgan's Private Equity Group (PEG), who discussed the PEG investment philosophy, investing options, and portfolio results as of July 31, 2018.

Mr. Yance asked for consideration of **ITEM 10**, a resolution thanking Melinda and Louis Mapp and the Mapp Family Foundation for philanthropic support benefiting the USA Health system and its patients (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on August 31, 2018). Ms. Sullivan shared insight on the Mapps' contributions, including a \$1 million transformational gift to create an endowment for the USA Children's & Women's Hospital (CWH) Neonatal Intensive Care Unit (NICU). On motion by Ms. Brown Stewart, seconded by Mr. Corcoran, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance called for a report on the activities of the Division of Development and Alumni Relations, **ITEM 11**. Dr. Stokes, Upward & Onward Campaign Co-Chair, called on Ms. Sullivan, who reported \$17.2 million raised thus far in fiscal year 2018 and \$121.4 million of the \$150 million campaign goal secured, or 81 percent, as of August 23, 2018. She said employee giving totaled \$5.3 million; noted 247 scholarship endowments enhanced and 222 new scholarships endowed; and detailed goals for each of the five strategic priorities. Dr. Stokes highlighted several significant gifts signed during the year, including \$5 million from Mr. Bert Meisler to name the Fanny Meisler Trauma Center; the Mapp gift for the CWH NICU; and \$1.2 million from BlueCross BlueShield of Alabama for College of Medicine scholarships; and noted as well continuing support from Ms. Arlene Mitchell and Mr. Abe Mitchell. He conveyed confidence that, under Ms. Sullivan's leadership and with the help of the community, the goal would be reached over the remaining two years of the campaign. Mr. Yance thanked the Stokeses and the Development team for their hard work.

There being no further business, the meeting was adjourned at 2:36 p.m.

Respectfully submitted:



James A. Yance, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

HEALTH AFFAIRS COMMITTEE

**August 30, 2018
2:36 p.m.**

A meeting of the Health Affairs Committee of the University of South Alabama Board of Trustees was duly convened by Dr. Steve Furr, Chair, on Thursday, August 30, 2018, at 2:36 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Alexis Atkins, Chandra Brown Stewart, Steve Furr, Arlene Mitchell and Steve Stokes.

Member Absent: Scott Charlton.

Other Trustees: Tom Corcoran, Ron Graham, Ron Jenkins, Lenus Perkins, Jimmy Shumock, Ken Simon, Margie Tuckson, Mike Windom and Jim Yance.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Tres Stefurak, Margaret Sullivan, Jean Tucker, Tony Waldrop, Bob Wood and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (*al.com*).

The meeting came to order and the attendance roll was called. Dr. Furr called for adoption of the revised agenda. On motion by Dr. Stokes, seconded by Ms. Brown Stewart, the revised agenda was adopted unanimously. Dr. Furr called for consideration of the minutes of the meeting held on May 31, 2018. On motion by Dr. Stokes, seconded by Ms. Brown Stewart, the Committee voted unanimously to adopt the minutes.

Dr. Furr called for consideration of **ITEM 12**, a resolution authorizing the USA Hospitals medical staff appointments and reappointments for May, June and July 2018 (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on August 31, 2018). On motion by Dr. Stokes, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Furr asked Mr. Bailey to address **ITEM 13**, a resolution to rename the University's health care facilities and clinics USA Health University Hospital, USA Health Children's & Women's Hospital (CWH), USA Health Mitchell Cancer Institute, and USA Health Physicians Group. Mr. Bailey gave background on a comprehensive, year-long rebranding initiative for USA Health, from which came the idea of promoting the USA Health academic mission for a marketing campaign and website redesign planned for the fall. He asserted that the renaming of USA Health facilities, in particular the redesignation of USA Medical Center as USA Health

University Hospital, would better reflect the academic mission and specialized care no other health provider in the region can offer patients. Mr. Haskins talked about advertising plans for targeting 80 percent of the market. Mr. Bailey thanked Mr. Haskins, Mr. Paul Taylor, the entire Marketing and Communications team and partners from Lewis Communications for their efforts. On motion by Ms. Mitchell, seconded by Ms. Atkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Furr called on Dr. Marymont for presentation of **ITEM 14**, a report on the activities of USA Health and the College of Medicine (COM). Dr. Marymont introduced Dr. Tres Stefurak, Associate Professor and Chair of Professional Studies in the College of Education and Professional Studies' (CEPS) Department of Counseling and Instructional Sciences, to talk about a collaborative project of the COM and CEPS. Dr. Stefurak shared that a new 30-semester-hour Health Professionals Education track, which is part of an existing master's degree program in instructional design, would provide students who are health care professionals with foundational skills in instructional design and engage them in how to teach and evaluate learning.


Dr. Marymont introduced Mitchell College of Business (MCOB) Dean Dr. Bob Wood, who spoke about a collaborative program being developed by the MCOB and COM – a Master of Business Administration (MBA) for health care professionals. Dr. Wood said the accelerated program was being adapted from South's existing MBA program for implementation with the 2019 fall semester. He added that plans for a "mini MBA" certificate program for physicians were proceeding as well and a series of other certificates programs for medical professionals would follow. Dr. Marymont advised that COM students could elect to simultaneously earn an MD and MBA degree over four years, and he shared information about faculty development scholarships.

Mr. Bailey discussed the success of the inaugural *A Night Honoring Heroes* event held in October 2017 as a benefit for the Fanny Meisler Trauma Center and announced that *A Night Honoring Heroes 2018* would be held on October 11. Dr. Marymont said the event focuses on the many health care professionals needed to save one life.

Mr. Bailey introduced a video featuring the "graduation" of a CWH Neonatal Intensive Care Unit patient, who was delivered 22 weeks premature after 15 other hospitals declined to deliver due to gestation and mortality risks. He shared statistics on how social media posting of the video generated overwhelming interest in the story by news outlets nationally and internationally, some of which reached out to hospital staff for interviews.

There being no further business, the meeting was adjourned at 3:12 p.m.

Respectfully submitted:



Steven P. Furr, M.D., Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

**August 30, 2018
3:12 p.m.**

A meeting of the Academic and Student Affairs Committee of the University of South Alabama Board of Trustees was duly convened by Dr. Steve Furr, Vice Chair, on Thursday, August 30, 2018, at 3:12 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Alexis Atkins, Steve Furr, Ron Graham, Lenus Perkins, Margie Tuckson and Mike Windom.

Member Absent: Scott Charlton.

Other Trustees: Chandra Brown Stewart, Tom Corcoran, Ron Jenkins, Arlene Mitchell, Jimmy Shumock, Ken Simon, Steve Stokes and Jim Yance.

Administration and Others: Todd Anzel, Owen Bailey, April Berry, Robert Berry, Lynne Chronister, Shameryl Dixon, Joel Erdmann, Mike Finan, John Friend, Happy Fulford, Mike Haskins, Shelly Holden, David Johnson, Melva Jones, John Marymont, Leigh Minchew, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Tony Waldrop and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (*al.com*).

The meeting came to order and the attendance roll was called. Dr. Furr called for consideration of the minutes of the meeting held on May 31, 2018. On motion by Mr. Windom, seconded by Ms. Atkins, the Committee voted unanimously to adopt the minutes.

Dr. Furr called for a report on the activities of the Division of Academic Affairs, **ITEM 15**. Provost Johnson introduced School of Computing Professor and 2018-2019 Provost Faculty Fellow Dr. Todd Anzel, Maternal Child Nursing Chair Dr. Leigh Minchew, and Health, Kinesiology and Sport Chair Dr. Shelly Holden.

Concerning a report on the activities of the Division of Student Affairs, **ITEM 16**, Dr. Furr called on Dr. Smith, who spoke about \$1.8 million in food court upgrades that include the opening of Panda Express and Moe's Southwest Grill, refreshing of the existing Pizza Hut and Chick-Fil-A, and a salad bar located on the Student Center ground floor. He reported on the opening of Camellia Hall, a 370-bed residence facility at 97 percent occupancy. Photos of the facilities were shown. Dr. Smith talked briefly about the contracts with the food chains.

Dr. Furr called on Ms. Chronister for a report on the activities of the Division of Research and Economic Development, **ITEM 17**. Ms. Chronister advised that, as a result of the University's affiliation agreement with Wichita State University and a \$7 million federal appropriation over two years, South would engage in a significant project to develop a predictive maintenance algorithm for the U.S. Department of Defense's aging F-16 jet. She stated, in conjunction, Dr. Anzel would partner with Wichita State to develop a digital model of the aircraft, which would garner USA proceeds

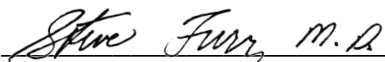
of approximately \$1 million. She said future plans by the Pentagon for a rapid sustainability program involving 3-D printing of parts would be rooted in both projects. She added that South was preparing for opportunities expected to follow; for instance, collaboration with Wichita State to expand USA's 3-D printing capabilities.

Dr. Furr called on Dr. Mitchell for additional reports related to the Division of Student Affairs, **ITEM 16.** Dr. Mitchell introduced Department of Counseling and Testing Services (CTS) Director Dr. John Friend, who talked about the CTS Graduate Student Training Program, through which students from USA's Clinical and Counseling Psychology Ph.D. and Mental Health Counseling Master's programs receive instruction on a wide array of clinical services and participate in campus outreach initiatives. The students commit to one year of training and spend 20 hours per week in the CTS Center. Students Ms. April Berry and Ms. Shameryl Dixon were asked to introduce themselves. Dr. Friend stated participants logged 886 clinic hours last year, or 34 percent of the mental health services provided, and he talked about program potential and internship placement as a measure of success.

Dr. Mitchell, Chair of the Diversity and Inclusion Committee, advised of diversity and inclusion training to be offered to faculty, staff and students on October 24 and 25. He said Dr. Delois Smith, retired chief diversity officer from the University of Alabama at Huntsville, would facilitate.

There being no further business, the meeting was adjourned at 3:32 p.m.

Respectfully submitted:



Steven P. Furr, M.D., Vice Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

BUDGET AND FINANCE COMMITTEE

**August 30, 2018
3:32 p.m.**

A meeting of the Budget and Finance Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Tom Corcoran, Chair, on Thursday, August 30, 2018, at 3:32 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Tom Corcoran, Ron Graham, Arlene Mitchell, Lenus Perkins, Steve Stokes and Jim Yance.

Other Trustees: Alexis Atkins, Chandra Brown Stewart, Steve Furr, Ron Jenkins, Jimmy Shumock, Ken Simon, Margie Tuckson, and Mike Windom.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Tony Waldrop and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (*al.com*).

The meeting came to order and the attendance roll was called. Mr. Corcoran called for consideration of the minutes of the meeting held on May 31, 2018. On motion by Mr. Yance, seconded by Mr. Perkins, the Committee voted unanimously to adopt the minutes.

Mr. Corcoran called for comments from Mr. Weldon on the quarterly financial statements for the nine months ended June 30, 2018, **ITEM 18**. Mr. Weldon reported an increase in net position of approximately \$4.5 million compared to approximately \$35 million in 2017. He stated the primary drivers for this difference were a decline in tuition revenue due to an enrollment decrease in the 2017 fall semester; the extra costs associated with the implementation of Cerner patient records software, and the inclusion of the health care authority that did not exist in 2017; and changes in investment market performance. He stated these factors were anticipated by the Administration, and the information in the financial statements was as expected. He advised of the new GASB (Governmental Accounting Standards Board) 75 for which, effective with the 2017-2018 fiscal year, public universities would be required to report the employer portion of unfunded liability for post-employment benefits excluding pensions. He said, in USA's case, health insurance benefits for retirees estimated at approximately \$250 million would be acknowledged, and he stressed this would not impact actual cash.

Concerning **ITEM 19**, a resolution to adopt the University total budget for the 2018-2019 fiscal year (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on August 31, 2018), Mr. Weldon outlined significant budget influences, such as an enrollment decline of 4.7 percent, an increase in state appropriation of 3.5 percent, and increases in tuition and housing/dining rates of 5 percent and 3.7/3.4 percent, respectively. Dr. Johnson discussed positive statistics related to the freshman class, transfer student enrollment,

and recruitment and retention, and summarized causes associated with the overall headcount enrollment decline of 739 students. Questions about recruitment strategies and the recommendation for a one-time, three-percent salary supplement for all eligible staff were addressed. Mr. Weldon reviewed key changes in budgeted funds and expenditures, and noted that the 2018-2019 recommendation was a balanced \$974 million budget. On motion by Mr. Corcoran, seconded by Dr. Stokes, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

There being no further business, the meeting was adjourned at 3:54 p.m.

Respectfully submitted:

A handwritten signature in cursive script that reads "E. Thomas Corcoran". The signature is written in black ink and is positioned above a horizontal line.

E. Thomas Corcoran, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

LONG-RANGE PLANNING COMMITTEE

**August 30, 2018
3:54 p.m.**

A meeting of the Long-Range Planning Committee of the University of South Alabama Board of Trustees was duly convened by Ms. Chandra Brown Stewart, Chair, on Thursday, August 30, 2018, at 3:54 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Chandra Brown Stewart, Ron Jenkins, Lenus Perkins, Jimmy Shumock, Steve Stokes and Mike Windom.

Other Trustees: Alexis Atkins, Tom Corcoran, Steve Furr, Ron Graham, Arlene Mitchell, Ken Simon, Margie Tuckson and Jim Yance.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Tony Waldrop and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (al.com).

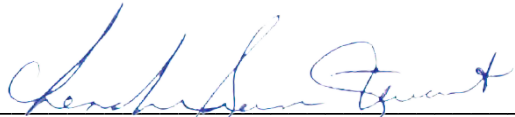
The meeting came to order and the attendance roll was called. Ms. Brown Stewart advised that the Committee participated in a training session earlier in the day with Associate Vice President for Institutional Effectiveness Dr. Angela Coleman, President Waldrop and Drs. Johnson and Smith. She stated an overview on the University's long-range planning process was provided, as was information on SACSCOC (Southern Association of College and Schools Commission on Colleges) standards applicable to governing boards. She said a training session on board responsibilities related to SACSCOC processes and board self-assessment would be held in December.

Ms. Brown Stewart commended the people of the University involved in facilitating community activities that inspire life change through higher education, as well as those responsible for the informative presentations prepared for the Board. She stated these efforts were representative of the strides being made on campus and at USA Health.

Ms. Brown Stewart called on Dr. Johnson to address **ITEM 20**, the 2018 Scorecard. Dr. Johnson gave background on scorecard principles and processes, presented a chart of scorecard metrics by strategic priority, and shared insight on the results. Mr. Bailey briefly commented on outcomes related to the Excellence in Health Care strategic priority.

There being no further business, the meeting was adjourned at 4:03 p.m.

Respectfully submitted:



Chandra Brown Stewart, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

COMMITTEE OF THE WHOLE

**August 30, 2018
4:03 p.m.**

A meeting of the Committee of the Whole of the University of South Alabama Board of Trustees was duly convened by Judge Ken Simon, Chair *pro tempore*, on Thursday, August 30, 2018, at 4:03 p.m. in the Board Room of the Frederick P. Whiddon Administration Building.

Members Present: Alexis Atkins, Chandra Brown Stewart, Tom Corcoran, Steve Furr, Ron Graham, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Ken Simon, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Members Absent: Scott Charlton and Kay Ivey.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, Grace Newcombe (SGA), Pat Pigott, Matthew Reichert (Faculty Senate), John Smith, Margaret Sullivan, Jean Tucker, Tony Waldrop and Scott Weldon.

Media: Alyssa Newton (WPMI) and Lawrence Specker (*al.com*).

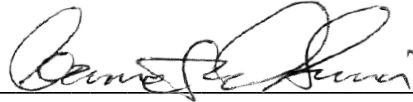
The meeting came to order and the attendance roll was called. In accordance with the provisions of the Alabama Open Meetings Act, Chairman Simon called for a motion to hold an executive session for an approximate duration of 10 minutes for the purpose of discussing pending or imminent litigation with Ms. Jean Tucker, Senior University Attorney, whose required written declaration was submitted for the minutes (for copies of policies and other authorized documentation, refer to **APPENDIX A**). On motion by Mr. Yance, seconded by Ms. Brown Stewart, the Committee voted unanimously at 4:04 p.m. to convene an executive session, as recorded below:

AYES:
Ms. Atkins
Ms. Brown Stewart
Mr. Corcoran
Dr. Furr
Mr. Graham
Capt. Jenkins
Ms. Mitchell
Mr. Perkins
Mr. Shumock
Chairman Simon
Dr. Stokes
Ms. Tuckson
Mr. Windom
Mr. Yance

Committee of the Whole
August 30, 2018
Page 2

Following the executive session and there being no further business, the meeting was adjourned at 4:11 p.m.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Kenneth O. Simon", written over a horizontal line.

Kenneth O. Simon, Chair *pro tempore*

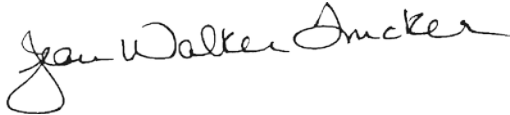
APPENDIX A

Executive Session

University of South Alabama Board of Trustees Committee of the Whole meeting on August 30, 2018.

The purpose of the executive session for the above-referenced meeting is to discuss with Jean Tucker, Senior University Attorney, pending or imminent litigation.

This declaration is submitted pursuant to the requirements of the Alabama Open Meetings Act by Jean Walker Tucker, ASB number 9400K72J.

A handwritten signature in black ink that reads "Jean Walker Tucker". The signature is written in a cursive style with a large, looped initial "J".