SUBJECT: Peer Institutions

PROPOSED BOARD ACTION

Information only.

BACKGROUND INFORMATION

The institutions on the list distributed at the June meeting of the FGCU Board of Trustees have been contacted to determine willingness to share information. This is a final list of peer institutions that will be utilized to assist the University administration in its ongoing evaluation and assessment of its programs and processes.

Supporting Documentation Included: List of Peer Institutions

Prepared by: Dr. George Alexander, Office of Planning & Evaluation

Legal Review by: Wendy Morris, General Counsel (September 19, 2002)

Submitted by: Dr. Brad Bartel, Provost
<table>
<thead>
<tr>
<th>School (State)</th>
<th>Student Headcount** Fall 2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>U. of North Carolina – Wilmington *</td>
<td>10,599</td>
</tr>
<tr>
<td>Murray State University (KY)*</td>
<td>9,648</td>
</tr>
<tr>
<td>Univ. of Wisconsin – La Crosse *</td>
<td>9,013</td>
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<tr>
<td>University of West Florida *</td>
<td>8,517</td>
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<td>California State University – San Marcos *</td>
<td>6,497</td>
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<tr>
<td>Winthrop University (SC)*</td>
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<td>Butler University (IN)</td>
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<td>Elon University (NC)</td>
<td>4,341</td>
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<td><strong>Florida Gulf Coast University</strong></td>
<td>4,214</td>
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<tr>
<td>University of Tampa (FL)</td>
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<tr>
<td>U. of North Carolina – Asheville *</td>
<td>3,247</td>
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</table>

**Sources - University Websites; Institutional Research Offices

* - Public University
FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES

October 10, 2002

SUBJECT: Faculty Appointment and New Faculty Continuing Contract System

PROPOSED BOARD ACTION

Information only.

BACKGROUND INFORMATION

President Merwin charged a task force composed of faculty to study current FGCU policies on multi-year appointments in order to identify potential problems and remedies for these problems. The final report on proposed policies and procedures was presented to the President in March 2000. President Merwin then worked with the state level to address these issues. As these were employment and working conditions issues, such as the recommendation for a rolling multi-year appointment, they needed to be negotiated into the statewide collective bargaining agreement (CBA). This was accomplished and ratified statewide on July 1, 2001. As outlined in the CBA a new University task force was developed to further address these issues. This group presented its final report and revised recommendations on May 14, 2002 to the President. During the summer of 2002 another task force has been working on the implications of these recommendations on the University faculty documents. This fall the faculty will vote on changes in the current documents that will put into place the processes needed to implement the concept of offering continuing multi-year appointments (CMYAs) at FGCU. This item is informational to demonstrate the current faculty appointment structure and to indicate to the FGCU Board of Trustees the importance of this new policy constituting CMYAs as part of the faculty appointment structures.

Supporting Documentation Included: N/A (PowerPoint presentation to be made during Board meeting)

Prepared by: Dr. Brad Bartel, Provost

Legal Review by: Wendy Morris, General Counsel (September 19, 2002)

Submitted by: Dr. Brad Bartel, Provost
Florida Gulf Coast University Board of Trustees  
October 10, 2002

SUBJECT: Campus Development Agreement with Lee County

PROPOSED BOARD ACTION

Approve the “Second Amendment to the Campus Development Agreement Between the Florida Board Of Education and Lee County” in order that it be submitted to the Florida Board of Education for approval and subsequent allocation of concurrency trust funds to Lee County.

BACKGROUND INFORMATION

Upon completion of the five-year update of the campus master plan in 2001, FGCU has worked with Lee County to develop a second amendment to the existing campus development agreement. This amendment accounts for projected and proposed growth at FGCU and the resulting impacts of that growth on Lee County as required by FS 240.155.

Supporting Documentation Included: “Second Amendment to the Campus Development Agreement between the Florida Board of Education and Lee County”

Prepared by: Curtis Bullock, Vice President for Administrative Services

Legal Review by: Wendy Morris, General Counsel (September 19, 2002)

Submitted by: Curtis Bullock, Vice President for Administrative Services
SECOND AMENDMENT TO THE
CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA BOARD OF EDUCATION AND LEE COUNTY

THIS AMENDMENT TO THE CAMPUS DEVELOPMENT AGREEMENT is made and
entered into this _____ day of _______________, 2002, by and between LEE COUNTY
(herein referred to as the "County"), a political subdivision of the State of Florida, and the
FLORIDA BOARD OF EDUCATION (hereinafter referred to as the "FBOE"), by and on
behalf of the FLORIDA GULF COAST UNIVERSITY (hereinafter referred to as "FGCU").

WITNESSETH:

WHEREAS, the campus of FGCU is considered to be a vital public facility which will
provide research and educational benefits of statewide and national importance, and which
will further provide substantial educational, economic, and cultural benefits to the County, and

WHEREAS, in recognition of this unique relationship between campuses of the State
University System and the local governments where they are located, the Florida Legislature
has established special provisions for campus planning and concurrency in Section 240.155,
Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes,
except when stated otherwise, and

WHEREAS, the FBOE/FGCU prepared and adopted a campus master plan for the
Florida Gulf Coast University in compliance with the requirements set forth in Subsections
240.155 (3)-(6), Florida Statutes, and

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

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

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

WHEREAS, the campus development agreement identifies all improvements to
facilities or services necessary to eliminate these deficiencies, and
WHEREAS, the campus development agreement must identify the FBOE's "fair share" of the cost of all improvements to facilities or services necessary to eliminate these deficiencies; and

WHEREAS, the original campus development agreement was adopted on September 15, 1998 and was later amended on September 12, 2000.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree to further amend the campus development agreement as follows:

1.0 RECI TATIONS

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

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

2.1 The term "Administration Commission" means the Governor and the Cabinet.

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

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

2.4 The term "campus master plan" means a plan that meets the requirements of Subsections 240.155 (3) through (6), Florida Statutes.

2.5 The term "comprehensive plan" means a plan that meets the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.

2.6 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
2.7 The term "development" means any building activity, any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

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

2.9 The term "development permit" includes building permits, zoning permits, subdivision approvals, rezonings, certifications, special exemptions, variances, or other official actions of local government having the effect of permitting the development of land.

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

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

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

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsection 240.155 (11)-(15), Florida Statutes. It is the intent of the FBOE/FGCU and County to ensure that adequate potable water, sanitary sewer, solid waste, storm water management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the County's comprehensive plan.

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

3.3 This Agreement is not intended to alter or limit the land uses, densities, intensities, or site development or environmental management standards to be applied to campus development.
4.0 GENERAL CONDITIONS

4.1 The conditions, terms, restrictions and other requirements of this Agreement are legally binding and will be strictly adhered to by the FBOE/FGCU and the County.

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

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

4.4 Except as specifically referenced herein, County development permits, development orders, or development approvals cannot be required by the County for construction projects subject to this Agreement.

4.5 If all or a portion of a project authorized pursuant to this Agreement is destroyed by a fire, storm, or other force majeure, the FBOE/FGCU, its grantees, successors and assigns, has the right to rebuild and/or repair the project. Furthermore, the time periods for performance by the FBOE/FGCU will be automatically extended so long as there is strict compliance with this Agreement.

4.6 Campus development activity authorized pursuant to this Agreement is subject to federal, state and regional environmental program requirements. The FBOE/FGCU agrees to comply with the environmental permitting requirements of the Department of Environmental Protection, the U.S. Army Corps of Engineers, and the South Florida Water Management District.

4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof can be predicated upon any prior representations or agreements, whether oral or written.
4.8 Upon execution of this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted FGCU Campus Master Plan, dated December 2000, may proceed without further review by the County provided it is consistent with the terms of this Agreement and FGCU's adopted campus master plan.

4.9 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, the offending provisions will be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement will be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement is effective upon execution by both parties and will remain in effect for ten years from said date, unless extended by the mutual consent of the FBOE/FGCU and the County, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement is identified in Exhibit "B", attached hereto and described in the warranty deed from Alico, Inc., to the Board of Trustees of the Internal Improvement Trust Fund, as recorded in O.R. Book 2497 at page 1564 of the Public Records of Lee County, Florida.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

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

7.1 FGCU has no existing storm water management system except for the drainage ditches built before the State accepted the property designated to become the FGCU campus. The natural wetland slough, which transverses the site along the south and southeast, provides a drainage outfall for much of the campus site as well as many sections of land to the northeast.

7.2 FGCU has no existing potable water or fire protection water system. In a December 1992 Utilities Cost Study, the consulting firm of Wilson, Miller, Barton & Peek concluded that the Gulf Utilities Company represents the most cost effective solution for providing potable water and fire protection water services to FGCU. Gulf Utility Company has been certificated by the Florida Public Service Commission to provide potable water to the area that includes the FGCU campus.
7.3 FGCU has no existing central sanitary sewer system. Gulf Utilities Company has been certificated by the Florida Public Service Commission to provide sanitary sewer service to the area that includes the FGCU campus.

7.4 FGCU has no existing solid waste collection and disposal system. Gulf Disposal, Inc., a division of Waste Management, a private solid waste company operating under contract and temporary franchise from Lee County, provides for the collection of solid waste in the area that includes the FGCU campus.

7.1 Plans for the Storm water Management System for the FGCU campus have been approved by the U.S. Army Core of Engineers (Permit No. 199400807) and South Florida Water Management District (Permit No. 36-08881-5). Storm water Management facilities will be developed in a sequence that meets the development needs of the university and maintains standards for water quality and quantity.

7.2 Gulf Environment Services (GES) has a formal service agreement with FGCU to provide potable water service to meet the demands of students, faculty, and staff of FGCU and also provide the Fire Protection Water System. GES will expand and extend potable and fire protection water services as necessary to serve FGCU’s development, population and provide necessary fire flows.

7.3 GES has a formal service agreement with FGCU to provide sanitary sewer service to the university. GES will expand and extend sanitary sewer services as necessary to serve FGCU’s development, and population.

7.4 Lee County has a contract with FGCU for its division of Solid Waste to provide solid waste collection and disposal for the university through the year 2005.

7.5 FGCU has no existing recreation facilities for its student population. The more than 300 acres of wetlands on the FGCU campus offer opportunities for the development of nature and interpretive trails and other unique natural areas. Lee County maintains approximately 876 acres of parks and recreation areas within 10 miles of the FGCU campus.

7.6 Interstate 75 (I-75) has been established as part of the Florida Intrastate Highway System (FIHS). Interstate 75 is the primary north-south traffic route within and through Lee County. In the vicinity of the FGCU campus, I-75 has four through lanes with a 1995-2001 annual average daily traffic volume of approximately 44,400 - 59,000 vehicles per day. The entrance to the FGCU campus is from Ben Hill Griffin Parkway, formerly known as Treeline Boulevard. In the vicinity of the FGCU campus, Ben Hill Griffin Parkway is an existing four lane north-south arterial that travels from Corkscrew Road to Alico Road. The 2001 annual average daily traffic volume on this segment is approximately 5,300 vehicles per day. Alico Road is an east-west arterial that travels
east from U.S. 41 and terminates at Corkscrew Road east of I-75. In the vicinity of the FGCU campus, Alico Road has two through lanes with an annual average daily traffic volume of approximately 3,400-6,500 vehicles per day. Corkscrew Road is also an east-west arterial that begins at U.S. 41 and runs east to the county line. In the vicinity of the FGCU campus, Corkscrew Road has two through lanes with an annual average daily traffic volume of approximately 2,300-7,700 vehicles per day.

7.7 Lee County and FGCU will provide mass transit service to the Campus from major activity centers and system transfer points in accordance with an interlocal agreement dated July 8, 1997. Under the agreement, service will be provided Monday through Saturday from approximately 7:30 a.m. to 7:30 p.m. The agreement terminates on June 30, 2001, and transit service to the Campus will end on that date unless the BOR, FGCU and the County agree on terms for continuing the service. Lee County had an interlocal agreement with FGCU to provide bus service to the campus but that agreement expired by its own terms on June 30, 2001. Pursuant to the agreement, transit service is available Monday through Saturday from approximately 7:30 a.m. to 7:30 p.m. Lee County and the FBOE/FGCU are negotiating the terms of a new interlocal agreement to provide mass transit service to the campus for July 1, 2001 to June 30, 2006.

7.8 The San Carlos Park Fire Protection and Rescue Services District has a contract with FGCU to provide fire protection and rescue services to the campus.

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY

8.1 The Lee County Comprehensive Plan establishes the following level of service standards for storm water management facilities:

Surface water management systems in new private and public developments (excluding widening of existing roads) shall be designed to South Florida Water Management District (SFWMD) criteria to detain or retain excess storm water to match the predevelopment discharge rate for the 25-year, 3-day storm event (rainfall). Storm water discharges from development must meet relevant water quality and surface water management standards as set forth in Chapters 17-3, 17-40, and 17-302, and Rule 40E-4, F.A.C. New developments shall be designed to avoid increased flooding of surrounding areas. Developments shall be designed to minimize increases of discharge into public water management infrastructure (or to evapotranspiration) that exceed historic rates, to approximate the natural surface water systems in terms of rate, hydroperiod, basin and quality, and to eliminate the disruption of wetlands and flow-ways, whose prevention is deemed in the public interest.

8.2 The Lee County Comprehensive Plan level of service standard for potable water facilities requires facilities within certificated, designated or franchised service areas to
provide a supply and treatment capacity of 250 gallons per day per-equivalent residential connection (ERC) for the peak month. Where a private water utility has provided an alternate standard for application within its certificated or franchised area, and that standard has been adopted into the County's comprehensive plan, the alternate standard will be used for concurrency management in the area.

8.3 The Lee County Comprehensive Plan level of service standard for sanitary sewer facilities requires facilities within certificated, designated or franchised service areas to provide a supply and treatment capacity of 200 gallons per day per equivalent residential connection (ERC) for the peak month. Where a private sewer utility has provided an alternate standard for application within its certificated or franchised area, and that standard has been adopted into the County's comprehensive plan, the alternate standard will be used for concurrency management in the area.

8.4 The Lee County Comprehensive Plan level of service standard for solid waste facilities requires facilities to provide a disposal capacity of 7 pounds of waste (or equivalent volume) per capita per day.

8.5 The Lee County Comprehensive Plan establishes the following level of service standards for parks and recreation facilities:

(a) Regional Parks

7 acres of developed regional park land open for public use per 1,000 total county population.

(b) Community Parks

0.8 acres of developed standard community parks open for public use per 1,000 population unincorporated county only.

8.6 The Lee County Comprehensive Plan establishes the following level of service standards for State and County roads:

The design level of service for new and widened roads in Lee County shall be level of service (LOS) "C" on an annual average peak hour basis, and LOS "D" on a peak season, peak hour basis. The minimum acceptable peak hour, peak season, peak direction, level of service is as follows:
Minimum Acceptable Peak Hour
Peak Season Peak Direction, LOS

COUNTY ROADS
STATE & COUNTY (NON-FHIS ROADS)

Arterials
Collector
Freeways (non-FIHS system)

STATE ROADS
Principal Arterials
U.S. 41
Other
Minor Arterials & Others
Freeways (I-75)

I-75
Collier Line to Charlotte Line

Transitioning Area*
Urbanized Area*

* As defined pursuant to applicable state rules.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE FBOE/FGCU AND SERVICE PROVIDERS

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

9.1 The FBOE/FGCU has no existing financial arrangements with the County or any other entity for the provision of storm water management facilities or services to the campus.

9.2 FGCU has no existing financial arrangements with the County or any other entity for the provision of potable water facilities or services to the campus. The FGCU will, however, pay all applicable Gulf Utility...
Company pay the service fees set forth in the agreement for the delivery of potable water to the campus.

9.3 FGCU has no existing financial arrangements with the County or any other entity. FGCU entered into a contract with GES for the provision of sanitary sewer facilities and services to the campus. FGCU will, however, pay all applicable Gulf Utilities Company service fees set forth in the contract for the delivery of sanitary sewer service to the campus.

9.4 FGCU has no existing financial arrangements with the County or any other entity for the provision of solid waste facilities and services to the campus. FGCU will, however, pay all applicable Gulf Disposal, Inc. service fees set forth in the contract for solid waste disposal service to the campus, and in addition, FGCU will pay the County’s annual solid waste disposal facility assessment established and adopted by the Board of County Commissioners.

9.5 The FBOE/FGCU has no existing financial arrangements with the County or any other entity for the provision of open space or recreation facilities or services to the campus.

9.6 The BOR/FGCU has no existing financial arrangements with the County or any other entity for the provision of transportation facilities or services to the campus. FGCU entered into a cost sharing agreement with the county for the provision of transportation facilities and services to the campus. The payments originally identified in Section 12.6 have been made. The FBOE/FGCU has provided $3,107,107 to the county for the provision of transportation facilities and services to the campus. The FBOE/FGCU will provide an additional payment of $670,773 in the future.

9.7 The FBOE/FGCU has made financial arrangements with the County for the provision of mass transit facilities or services to the campus for four years through a cost sharing arrangement described in the interlocal agreement between FGCU and the County dated July 8, 1997. This interlocal agreement expired by its own terms on June 30, 2001. The FBOE/FGCU and Lee County have negotiated a new interlocal agreement whereby the FBOE/FGCU will provide a payment of $555,887 for mass transit facilities and services until June 2006.

9.8 The FBOE/FGCU has made financial arrangements with the San Carlos Fire Protection and Rescue Services District for the provision of fire protection and rescue services to the campus. The FBOE/FGCU will pay $250,000 for the delivery of the fire protection and rescue services to the campus. These funds will be paid to Lee County, who will then disburse the entire $250,000 to the San Carlos Fire Protection and Rescue Service District.
10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 The FBOE/FGCU and County agree that development proposed in the adopted FGCU Campus Master Plan should not degrade the operating conditions for public storm water management facilities below the level of service standards adopted by the County.

10.2 The FBOE/FGCU and County agree that development proposed in the adopted FGCU Campus Master Plan should not degrade the operating conditions for potable water facilities below the level of service standards adopted by the County.

10.3 The FBOE/FGCU and County agree that development proposed in the adopted FGCU Campus Master Plan should not degrade the operating conditions for sanitary sewer facilities below the level of service standards adopted by the County.

10.4 The FBOE/FGCU and County agree that development proposed in the adopted FGCU Campus Master Plan should not degrade the operating conditions for solid waste collection and disposal facilities below the level of service standards adopted by the County.

10.5 The FBOE/FGCU and County agree that development proposed in the adopted FGCU Campus Master Plan should not degrade the operating conditions for open space and recreational facilities below the level of service standards adopted by the County.

10.6 The FBOE/FGCU and County agree that based on a cumulative analysis of the development identified in the adopted FGCU Campus Master Plan and in Exhibit “A” will cause or contribute to the degradation of the operating conditions on the following roadway segments below the level of service standards adopted by the County:

(a) Treeline Boulevard, from the University Entrance to Alico Road;

(b) Alico Road, from US 41 to Phlox Road;

(c) Alico Road, from Lee Road to Oriole Road;

(d) US 41, from Coconut Road to Williams Road; and

(e) US 41, from Alico Road to Island Park Road.

(f) Ben Hill Griffin Parkway from Koreshan Boulevard extension to Daniels Parkway.
Mitigation of the above deficiencies will be addressed by transportation strategies identified in Section 11.6 of this Agreement.

10.7 The FBOE/FGCU and County agree that the development proposed in the adopted FGCU Campus Master Plan will degrade the operating conditions of the existing mass transit facilities and services to campus below the level of service standards adopted by the County. Mitigation of the above deficiencies will be addressed by mass transit strategies identified in Section 11.7 of this Agreement.

10.8 The FBOE/FGCU and County agree that the development proposed in the adopted FGCU Campus Master Plan will degrade the operating conditions of the existing fire protection and rescue services to the campus below the level of service standards adopted by the County. Mitigation of the above strategies will be addressed by fire protection and rescue services strategies identified in Section 11.8 of this Agreement.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet concurrency, the construction of the following off-campus improvements will be required.

11.1 The FBOE/FGCU and County agree that there is sufficient storm water management facility capacity to accommodate the impacts of development proposed in the adopted FGCU Campus Master Plan and in Exhibit "A", and to meet the future needs of FGCU for the duration of this Agreement. The FBOE/FGCU and County further agree that no off-campus storm water management improvements are necessary.

11.2 The FBOE/FGCU and County agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FGCU Campus Master Plan and in Exhibit "A", and to meet the future needs of FGCU for the duration of this Agreement. The FBOE/FGCU and County further agree that no off-campus potable water improvements are necessary.

11.3 The FBOE/FGCU and County agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FGCU Campus Master Plan and in Exhibit "A", and to meet the future needs of FGCU for the duration of this Agreement. The FBOE/FGCU and County further agree that no off-campus sanitary sewer improvements are necessary.

11.4 The FBOE/FGCU and County agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FGCU Campus Master Plan and in Exhibit "A", and to meet the future needs of FGCU for the duration
of this Agreement. The FBOE/FGCU and County further agree that no off-campus solid waste improvements are necessary.

11.5 The FBOE/FGCU and County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FGCU Campus Master Plan and in Exhibit "A", and to meet the future needs of FGCU for the duration of this Agreement. The FBOE/FGCU and County further agree that no off-campus open space and recreation improvements are necessary.

11.6 The FBOE/FGCU and County agree that the following off-campus roadway improvements are (or were) necessary to correct deficiencies identified in Section 10.6 of this Agreement:

(a) Improvements Identified in the 1998 Analysis.

(1) Treeline Boulevard, from the University entrance to Alico Road, would be widened from a two-lanes arterial to a four-lanes arterial. (Completed in 1996)

(b)(2) Alico Road, from US 41 to Phlox Road, would be widened from a four-lanes arterial to a six-lanes arterial. (Under construction in 2002)

(c)(3) Alico Road, from Lee Road to Oriole Road, would be widened from a four-lanes arterial to a six-lanes arterial. (Under construction in 2002)

(d)(4) US 41, from Coconut Road to Williams Road, would be widened from a four-lanes arterial to a six-lanes arterial. (Scheduled to commence construction in 2002)

(e)(5) US 41, from Alico Road to Island Park Road, would be widened from a six—lane arterial to an eight-lane arterial. extend six lane Metro Parkway, from Alico Road to Ben C. Pratt/Six Mile Cypress Parkway, a parallel improvement to US 41 (scheduled to begin construction in 2004).

(b) Improvements identified in 2002 analysis:

(1) Ben Hill Griffin Parkway, from Koreshan Boulevard extension to Daniels Parkway, widen to six lanes.

(2) I-75, from Alico Road to Colonial Boulevard, widen to six lanes.

11.7 The FBOE/FGCU and County agree that improvements to mass transit facilities and services are necessary to correct deficiencies in Section 10.7 of this Agreement.
These improvements will be accomplished through an interlocal agreement between FGCU and Lee County for mass transit facilities and services.

11.8 The FBOE/FGCU and County agree that improvements to the existing fire protection and rescue services are necessary to correct deficiencies in Section 10.8 of this agreement. These improvements will be accomplished through an interlocal agreement between FGCU and the San Carlos Fire Protection and Rescue District.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

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

12.1 The FBOE/FGCU and County agree that no off-campus storm water management improvements need be assured by the FBOE/FGCU.

12.2 The FBOE/FGCU and County agree that no off-campus potable water improvements need be assured by the FBOE/FGCU.

12.3 The FBOE/FGCU and County agree that no off-campus sanitary sewer improvements need be assured by the FBOE/FGCU.

12.4 The FBOE/FGCU and County agree that no off-campus solid waste improvements need be assured by the FBOE/FGCU.

12.5 The FBOE/FGCU and County agree that no off-campus parks and recreation improvements need be assured by the FBOE/FGCU.

12.6 The FBOE/FGCU and County agree that the FBOE/FGCU's responsibility for paying its fair share of the costs of improvements identified in Section 11.6 (transportation) will be met as follows:

(a) The FBOE/FGCU will provide has provided funds in the amount of $149,563 to the County to fund the FBOE/FGCU's fair share of the cost of the improvements identified in the 1998 analysis and summarized in section 11.6(a) of this agreement. The FBOE/FGCU's fair share for each segment is set forth below: improving Treeline Boulevard, from the University entrance at Alico Road, from a two-lane arterial to a four-lane arterial.

(1) Treeline Avenue from the University entrance to Alico Road $149,563
(2) Alico Road from US 41 to Phlox Road $1,220,340
(3) Alico Road from Lee Road to Oriole Road $ 229,841
(4) US 41 from Coconut Road to Williams Road $ 613,366
(5) US 41 from Alico Road to Island Park Road (Metro Ext.) $ 893,997

TOTAL $3,107,107

(b) The FBOE/FGCU will provide funds in the amount of $1,220,340 to the County to fund the FBOE/FGCU’s fair share of the cost of improving Alico Road, from US 41 to Phlox Road, from a four-lane arterial to a six-lane arterial.

(c) The FBOE/FGCU funds in the amount of $229,841 to the County to fund the FBOE/FGCU’s fair share of the cost of improving Alico Road, from Lee Road to Oriole Road, from a four-lane arterial to a six-lane arterial.

(d) The FBOE/FGCU funds in the amount of $613,366 to the County to fund the FBOE/FGCU’s fair share of the cost of improving US 41, from Coconut Road to Williams Road, from a four-lane arterial to a six-lane arterial.

(e) The FBOE/FGCU funds in the amount of $893,997 to the County to fund the FBOE/FGCU’s fair share of the cost of improving US 41, from Alico Road to Island Park Road.

(b) The FBOE/FGCU will provide funds in the cumulative amount of $3,777,881 to the county to fund the FBOE/FGCU’s fair share of the cost of the improvements identified in the 2002 analysis and summarized in section 11.6(b) of this agreement. The FBOE/FGCU fair share for each segment is set forth below:

(1) Ben Hill Griffin Parkway/Treeline Avenue, from Koreshan Boulevard extension to Daniels Parkway, widen from a four-lane arterial to a six-lane arterial.
   $2,251,329

(2) I-75 from Alico Road to Colonial Boulevard.
   $1,526,552

Total: $3,777,881

12.7 The FBOE/FGCU and County recognize the previous payment by the FBOE/FGCU to the County in the amount of $2,005,000 identified in 12.6 (a), which will be credited toward the total fair share contribution of $3,107,107 identified in Section 12.6(b). The FBOE/FGCU and County agree that the remaining balance of the fair share contribution for transportation impacts to be provided under this Agreement is $1,102,107.

12.8 The FBOE/FGCU will provide funds in the amount of $555,887 to the county to fund mass transit service to the campus.
12.9 The FBOE/FGCU will provide funds in the amount of $250,000 to the County, who will then disperse the entire $250,000 to the San Carlos Fire Protection and Rescue District to fund the delivery of fire protection and rescue services to the campus.

12.10 Upon execution of this Agreement, the FBOE shall encumber State University System Concurrency Trust Funds in the amount of $1,476,660, which shall constitute the fair share contribution payable to the County for mitigation of those impacts described in paragraphs 11.6, 11.7 and 11.8. The FBOE will pay this amount to the County within 90 days after execution of this Agreement.

13.0 DEVELOPMENT VESTING

13.1 This section applies to the development identified in the Capital Improvements Element of the FGCU Campus Master Plan adopted on July 21, 1995 as revised June 2000, as amended January 16, 2002 and listed in Exhibit "A" attached hereto.

13.2 The uses, maximum densities, intensities and building heights for development identified in Exhibit "A" are those established in the Future Land Use Element of the FGCU Campus Master Plan adopted on January 16, 2002.

13.3 The development identified in Exhibit "A" will not be subject to the County's concurrency management requirements if the FBOE/FGCU complies with all of the terms and conditions to provide financial assurances set forth in Section 12.0 of this Agreement.

13.4 The development identified in Exhibit "A" will remain vested as provided for in this section even if it is not completed within the time period of this Agreement.

14.0 APPLICABLE LAWS

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

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

15.0 AMENDMENT

15.1 Amendment of this Agreement will be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
15.2 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document approved and executed by all the parties hereto.

15.3 In the event of a dispute arising from the implementation of this Agreement, both parties must resolve the dispute in accordance with the dispute resolution requirements set forth in Section 17.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The County finds that this Agreement and the proposed development provided for herein are consistent with the County’s Comprehensive Plan.

17.0 DISPUTE RESOLUTION

17.1 In the event of a dispute arising from the implementation of this Agreement, each party will select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators will select a neutral third mediator to complete the mediation panel.

17.2 Each party will be responsible for all costs and fees payable to the mediator selected by it and will equally share the costs and fees of the third mediator for services rendered and costs expended in connection with resolving issues in dispute.

17.3 The mediation panel must convene 10 days after the selection of the mediation panel to resolve the issues in dispute. The panel must issue a report containing a recommended resolution of the issues in dispute within 60 days of their meeting.

17.4 If either the FBOE/FGCU or County rejects the recommended resolution of the issues in dispute, the matter will be forwarded to the Department of Community Affairs (DCA). Pursuant to Subsection 240.155 (16), Florida Statutes, DCA has 60 days to hold informal hearings, if necessary; identify remaining issues in dispute; prepare a record of the proceedings; and submit the matter to the Administration Commission for final action. The report to the Administration Commission must list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission will then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 240.155 (16), Florida Statutes, prescribe by order the contents of this Agreement.
18.0 MONITORING AND OVERSIGHT

18.1 The County may inspect related activity on the FGCU campus to verify that the terms of this Agreement are satisfied. The FBOE/FGCU agrees to provide the County with copies of all site plan drawings and building plans within 90 days of FBOE/FGCU approval in order for the County to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

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

18.3 Disputes that arise in the implementation of this Agreement must be resolved in accordance with the provisions of Section 17.0 above.

19.0 ENFORCEMENT

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 240.155, Florida Statutes. This action will be the sole and exclusive remedy of an aggrieved or adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

20.0 SUCCESSORS AND ASSIGNS

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

21.0 RECORDING OF THIS AGREEMENT

A copy of the executed Agreement must be forwarded to the Department of Community Affairs by the FBOE/FGCU within 14 days after the date of execution.
22.0 NOTICES

22.1 All notices, demands, requests or replies provided for or permitted by this Agreement must be in writing and may be delivered by any of the following methods:

- By personal service or delivery;
- By registered or certificated mail;
- By deposit with an overnight express delivery service.

22.2 Notices by personal service or delivery will be deemed effective at the time of personal delivery. Notices by registered or certificated mail will be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service will be deemed effective one business day after deposit with the express delivery service. Notices will not be effective unless properly addressed.

For the purpose of notice, the address of the County will be:

Mr. Donald Stilwell
Lee County Manager
2115 Second Street, Fourth Floor
Post Office Box 398
Fort Myers, Florida 33902-0398

With a copy to:

Mr. Timothy Jones
Assistant Lee County Attorney
2115 Second Street
Post Office Box 398
Fort Myers, Florida 33902-0398

The address of the FBOE will be:

Florida Board of Education
325 West Gaines Street, Tallahassee, Florida 32399-1950
23.0 EXHIBITS AND SCHEDULES

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

   Exhibit "A" --- Development Authorized By The Agreement
   Exhibit "B" --- Geographic Area Covered By The Agreement

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

Signed, sealed and delivered in the presence of:

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STATE OF FLORIDA
COUNTY OF LEON

Chancellor, Division of Colleges and Universities

for the Florida Board of Education/FLORIDA GULF COAST UNIVERSITY

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _________________, 2002

__________________________ Notary Public

(Notarial Seal)

My Commission Expires:

On _________________, 2002, the Florida Board of Education, at a regularly scheduled and on noticed public meeting, approved and authorized the execution of this Agreement by the Chancellor of the Division of Colleges and Universities.

APPROVED by the County Commission on __________________, 2002.

ATTEST:

__________________________ Deputy Clerk

Date: ________________________
COUNTY COMMISSION OF THE COUNTY OF LEE, FLORIDA

BY:

Robert P. Janes, Chairman

Date:

______________________________

APPROVED AS TO FORM AND LEGAL CORRECTNESS:

______________________________

Timothy Jones
Assistant County Attorney
### PHASE TWO: 2003-2007

<table>
<thead>
<tr>
<th>Space Type</th>
<th>GSF ²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom</td>
<td>17,105</td>
</tr>
<tr>
<td>Teaching Labs</td>
<td>20,255</td>
</tr>
<tr>
<td>Research Labs</td>
<td>30,445</td>
</tr>
<tr>
<td>Library</td>
<td>14,180</td>
</tr>
<tr>
<td>Instructional Media</td>
<td>1,800</td>
</tr>
<tr>
<td>Assembly/Exhibition</td>
<td>0</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>0</td>
</tr>
<tr>
<td>Student Services</td>
<td>6,545</td>
</tr>
<tr>
<td>Office/Computer</td>
<td>43,850</td>
</tr>
<tr>
<td>Support</td>
<td>7,040</td>
</tr>
<tr>
<td>Central Energy</td>
<td>0</td>
</tr>
</tbody>
</table>

**SUBTOTAL** 141,220

**TOTAL** 721,587

### PHASE TWO 2000 - 2010

#### Phase 2A: 2000 - 2005

<table>
<thead>
<tr>
<th>Building/Space</th>
<th>Size/Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic 5</td>
<td>53,622</td>
</tr>
<tr>
<td>Library Addition</td>
<td>117,066</td>
</tr>
<tr>
<td>Multipurpose Building</td>
<td>71,759</td>
</tr>
<tr>
<td>Central Energy Plant</td>
<td>9,906</td>
</tr>
<tr>
<td>Visual Arts/Academic</td>
<td>36,371</td>
</tr>
<tr>
<td>Performing Arts</td>
<td>74,718</td>
</tr>
<tr>
<td>Natatorium</td>
<td>55,196</td>
</tr>
<tr>
<td>Teaching Gym</td>
<td>61,329</td>
</tr>
<tr>
<td>Housing PH 3</td>
<td>288 beds</td>
</tr>
<tr>
<td>Housing PH 4</td>
<td>274 beds</td>
</tr>
<tr>
<td>Central Oval</td>
<td></td>
</tr>
<tr>
<td>Pedestrian Corridor</td>
<td></td>
</tr>
</tbody>
</table>
### Phase 2B: 2006-2010

<table>
<thead>
<tr>
<th>Building/Space</th>
<th>Size/Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>32,048</td>
</tr>
<tr>
<td>Academic 8</td>
<td>29,678</td>
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<tr>
<td><strong>Academic 7</strong></td>
<td>54,297</td>
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<tr>
<td><strong>Support</strong></td>
<td>11,522</td>
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<tr>
<td><strong>Support</strong></td>
<td>11,522</td>
</tr>
<tr>
<td>Academic 9</td>
<td>95,016</td>
</tr>
<tr>
<td>Academic 10</td>
<td>40,716</td>
</tr>
<tr>
<td>Academic 11</td>
<td>45,562</td>
</tr>
<tr>
<td><strong>Academic 12</strong></td>
<td>107,253</td>
</tr>
<tr>
<td>Academic 13</td>
<td>40,946</td>
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<tr>
<td>Academic 14</td>
<td>43,360</td>
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<tr>
<td>Academic 15</td>
<td>24,014</td>
</tr>
<tr>
<td>Recreation Center</td>
<td>42,964</td>
</tr>
<tr>
<td>Housing PH 5, 6, 7</td>
<td>1,600 beds</td>
</tr>
<tr>
<td>Parking Deck 1</td>
<td>560 spaces</td>
</tr>
<tr>
<td>Parking Deck 2</td>
<td>560 spaces</td>
</tr>
<tr>
<td>Parking Deck 3</td>
<td>804 spaces</td>
</tr>
<tr>
<td>Parking Deck 4</td>
<td>720 spaces</td>
</tr>
<tr>
<td>Parking Deck 5</td>
<td>560 spaces</td>
</tr>
<tr>
<td>Parking Deck 6</td>
<td>560 spaces</td>
</tr>
<tr>
<td>Parking Deck 7</td>
<td>830 spaces</td>
</tr>
<tr>
<td>West Main Entrance</td>
<td></td>
</tr>
<tr>
<td>East Main Entrance</td>
<td></td>
</tr>
<tr>
<td>Small Oval</td>
<td></td>
</tr>
<tr>
<td>West Quad</td>
<td></td>
</tr>
<tr>
<td>East Pedestrian Corridor</td>
<td></td>
</tr>
<tr>
<td>Third Road Connection to Ben Hill Griffin</td>
<td></td>
</tr>
<tr>
<td>Eastern Road Connection</td>
<td></td>
</tr>
</tbody>
</table>

*Note: Areas shown are for planning purposes and may vary from CIP submissions.*

*1Gross square feet*
Florida Gulf Coast University Board of Trustees
October 10, 2002

SUBJECT: Tuition and Fee Rules

________________________

PROPOSED BOARD ACTION

Approve Tuition and Fee Rule 6C10-7.001 and Special Fee Rule 6C10-7.003

BACKGROUND INFORMATION

Historically, the Division of Colleges and Universities of the Florida Board of Education established the State University System’s schedule of tuition and fees, including special fees, by promulgating system wide rules. In accordance with authority devolved on July 1, 2002, the Florida Gulf Coast University Board of Trustees at its June 2002 meeting approved an emergency rule for tuition and fees to establish the fall term 2002 fee schedule for students. At the same time, the Board was informed that a permanent rule would be submitted for approval at the October 2002 meeting. The emergency rule will expire on October 18, 2002. Florida Gulf Coast University now requests approval of amendments to Rule 6C10-7.001, Tuition and Fees, to establish a permanent tuition and fee schedule for the 2002-03 year. The tuition and fees in this rule are identical to those in the emergency rule with the exception that the late payment/registration fees have been increased from $50 to $100.

In addition, effective January 7, 2003, the authority to establish special fees will devolve to the Florida Gulf Coast University Board of Trustees. Proposed Rule 6C10-7.003, Special Fees, will implement this devolved authority. The special fees remain the same as have been in existence for many years with two exceptions: the application fee has been raised from $20 to $30 and the late equipment fee has been increased from $1 per day to $5 per day. These rule amendments will conform the University’s permanent rules to the 2002-03, General Appropriations Act, HB 27E, and Sections 229.0081(2) & (5), 229.0082(1) & (11), 1001.74(11), and 1001.75(11), F.S. In addition, the amendment will update the rule to incorporate changes required by the 2002
Legislature in the Florida K-20 Education Code, Chapters 1000-1013, Florida Statutes.

Supporting Documentation Included: Notice of Proposed Rule Making

Prepared by: Curtis Bullock, Vice President for Administrative Services

Legal Review by: Wendy Morris, General Counsel (September 24, 2002)

Submitted by: Curtis Bullock, Vice President for Administrative Services
NOTICE OF PROPOSED RULE MAKING

BOARD OF EDUCATION

Division of Colleges and Universities

Florida Gulf Coast University Board of Trustees

RULE TITLE: Tuition and Fees RULE NO: 6C10-7.001
Special Fees RULE NO: 6C10-7.003

PURPOSE AND EFFECT: The Board proposes to update the rule text to conform to General Appropriations Act and incorporate changes required by the 2002 Legislature in the Florida K-20 Education Code.

SUMMARY: This substantive amendment to Rule 6C10-7.001, F.A.C., Tuition and Fees, and Rule 6C10-7.003, Special Fees, F.A.C., will establish the tuition and fees schedule for Florida Gulf Coast University for the 2002-03 year, pursuant to the 2002-03 General Appropriations Act, HB 27E, and Sections 229.0081(2) & (5), 229.0082(1) & (11), 1001.74(11), and 1001.75(11), Florida Statutes. In addition, the amendments will update the rules to incorporate changes required by the 2002 Legislature in the Florida K-20 Education Code, Chapters 1000-1013, Florida Statutes.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE HELD AT THE TIME, DATE AND PLACE SHOWN BELOW (IF NOT REQUESTED, THIS HEARING WILL NOT BE HELD):
6C10-7.001, Tuition and Fees

(1) General. Tuition and special fees, fines and penalties assessed by the University shall be in accordance with the General Appropriations Act and the rules and policies of the State Board of Education those set forth in Rules 6C-7.001 and 6C-7.003, Florida Administrative Code, and such local fees as approved by the Board of Regents annually.

(2) Tuition is the basic fee charged to a student for instruction in credit courses. Tuition consists of the following fees, depending on whether a student is a resident or a non-resident:

(a) Resident tuition, comprised of the following, is the fee charged to a student who qualifies as a Florida resident:
   1. Matriculation Fee;
   2. Student Financial Aid Fee;
   3. Capital Improvement Trust Fund Fee;
   4. Building Fee;
   5. Health Fee;
   6. Athletic Fee; and
   7. Activity and Service Fee.
(b) Out of State Fee, comprised of the following, is the additional fee charged to a non-resident:

1. Matriculation Fee;
2. Non-Resident Fee;
3. Student Financial Aid Fee;
4. Non-Resident Student Financial Aid Fee;
5. Capital Improvement Trust Fund Fee;
6. Building Fee;
7. Health Fee;
8. Athletic Fee; and
9. Activity and Service Fee.

(3) The following tuition shall be assessed for each student regularly enrolled, unless provided otherwise by law or in this chapter rule.

(a) Students will be assessed the following fees per credit hour:

<table>
<thead>
<tr>
<th></th>
<th>Undergraduate</th>
<th>Graduate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resident</td>
<td>Non-Resident</td>
</tr>
<tr>
<td>Matriculation Fee</td>
<td>$58.45</td>
<td>$58.45</td>
</tr>
<tr>
<td>Non-Resident Fee</td>
<td>$302.99</td>
<td>$469.20</td>
</tr>
<tr>
<td>Student Financial Aid Fee</td>
<td>$2.92</td>
<td>$2.92</td>
</tr>
<tr>
<td>Non-Resident Financial Aid Fee</td>
<td>$15.14</td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Trust Fund Fee</td>
<td>$2.44</td>
<td>$2.44</td>
</tr>
<tr>
<td>Building Fee</td>
<td>$2.32</td>
<td>$2.32</td>
</tr>
<tr>
<td>Activity &amp; Service Fee</td>
<td>$9.70</td>
<td>$9.70</td>
</tr>
<tr>
<td>Total</td>
<td>$85.23</td>
<td>$403.36</td>
</tr>
</tbody>
</table>

(b) Students will be assessed the following fee per term:

<table>
<thead>
<tr>
<th>Fee</th>
<th>Undergraduate</th>
<th>Graduate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resident</td>
<td>Non-Resident</td>
</tr>
<tr>
<td>Health</td>
<td>$35.50</td>
<td>$35.50</td>
</tr>
</tbody>
</table>

(c) A student enrolled in the same undergraduate course more than twice shall be assessed an additional $177.42 per credit hour charge for each such course.

2) (4) Payments on Accounts Due the University. Charges against a student's account for loss or breakage of University equipment, lost books, library or parking fines and other related charges are due immediately. University policy prohibits registration, or release of transcript and diploma for any student whose account with the University is delinquent.

3) (5) Registration occurs when a student:

    (a) Selects one or more credit courses approved and scheduled by the University; and

    (b) Pays tuition and fees, partial or otherwise, or makes other appropriate arrangements for tuition payment (deferment, or third party billing) for the courses in which the student is enrolled as of the end of the drop/add period. The University does not have a plan for installment payment of fees.

4) (6) Payment. Tuition and registration fees must be paid in full by the date designated in the University Student Schedule and Fee Statement as the "last date to pay fees" for each semester. Payments shall be made at the Cashier's Office or by mail and received no later than that date. The President or designee will extend the deadline for fee payment when payment by the student is delayed due to University action or inaction.

5) (7) Liability for payment of tuition is incurred at the point at which the student has completed registration.
Students are liable for all fees associated with all courses in which they are registered at the end of the drop/add period.

Cancellation of Registration. A student's course schedule shall be canceled when tuition has not been paid in full or when arrangements for payment have not been made through the Office of Financial Aid or the Cashier's Office. By the published "last date of pay fees" students awaiting receipt of financial aid must pay any additional amount due before the end of the last day to pay fees to prevent cancellation of the course schedule. A student whose course schedule has been canceled cannot thereafter attend classes and will not obtain credit for courses. A student whose course schedule has been canceled will be mailed written notice of cancellation to his/her last known address on record and be given a deadline by which he/she may apply for reinstatement.

Reinstatement. Students may seek reinstatement of their course schedule by following the procedures outlined in this subsection.

(a) Requests for reinstatement. A request for reinstatement must be presented in writing to the Registrar's Office by the deadline given on the notice of cancellation mailed to the student. The request for reinstatement must include all documentation supporting the request. The Reinstatement Appeals Committee will evaluate the request based upon the criteria contained in this rule and notify the student in writing of its decision.

(b) Reinstatement Appeals Committee. A student whose course schedule has been canceled for non-payment may apply for reinstatement of the course schedule to the Reinstatement Appeals Committee. The Committee shall consist of at least three staff members appointed annually by the President, and one student appointed by the Student Association. The Committee shall meet as required between the published last day to pay fees and the end of the fourth week of classes six months after the end of the term for which the reinstatement is requested. The decision of the Committee shall be final.

(c) Criteria for Reinstatement. In evaluating a request for reinstatement, the Committee shall apply the following criteria:

1. Reinstatement shall be granted where it is demonstrated that the student's registration was canceled through
2. Reinstatement shall be granted where the student submits documentation demonstrating that the student was prevented from making timely payment due to extenuating circumstances beyond the student's control. Examples of "extenuating circumstances" include:

   a. A student was unavoidably out of town during the week prior to the last day to pay fees (documentation required), or

   b. A student was ill and unable to make payment prior to the last day to pay fees (documentation required).

3. If a student's reinstatement is approved by the Reinstatement Appeals Committee, they must be reinstated for all courses for which they were originally registered.

   (d) Where reinstatement is granted, the student shall take the written decision of the Committee to the Cashier's office, pay the fees which are due and complete the registration process with the Registrar's Office.

4(10) Late Registration Fee.

   (a) A late registration fee of $50 $100 shall be assessed by the University when registration is initiated after the close of the regular registration period.

   (b) The late registration fee shall be waived when:

   1. The late registration was caused by a University error, or

   2. The student was unavoidably out of town on the last day to register (documentation must be provided), or

   3. The student was ill (documentation must be provided), or

   4. The course was closed and the student was required to wait until classes started (written documentation from the instructor is required), or

   5. The student was informed after the published last day to register that a course is necessary in order to graduate, be re-certified, or is a work related requirement (appropriate documentation must be provided).
(9) (11) Late Payment Fee. A late payment fee of $50 $100 shall be assessed by the University when:

(a) A student pays his/her fees after the published "last day to pay fees", and has been approved for reinstatement pursuant to this rule; or

(b) A dishonored check is redeemed after the last date to pay fees.

10 (12) University Loan Program Service Charge. In lieu of interest, a $10 service charge will be assessed to any student participating in the university loan program regardless of the amount of the loan. Students utilizing the university loan program must sign a promissory note which obligates them to the total loan amount including the $10 service charge for each loan issued.

11 (13) Fee Appeals. Students may appeal the assessment of fees and request refunds of tuition and fees to the Fee Appeals Committee according to procedures set forth in this subsection.

(a) Procedures. A student who seeks review of a fee assessed shall file a written appeal with the Registrar's Office. The appeal must set forth the basis for seeking a refund and attach all supporting documentation. An appeal must be filed no later than six months following the last day of the term during which the fees were incurred. For the purpose of this rule, summer terms are considered as one term.

(b) Fee Appeals Committee. The Fee Appeals Committee shall consist of at least three staff members who are appointed annually by the President, and one student appointed by the Student Association. The Committee shall meet as often as necessary to review and act upon appeals which come before it.

(c) Committee Determinations. Each appeal will be initially reviewed by the Registrar or designee. A decision will be made by the Registrar's Office according to criteria established by Board of Regents Rule 6C-7.002, and by this rule. The decision shall be communicated in writing to the student within 60 days from the date the appeal was filed with the University. The Fees Appeals Committee shall consider only cases of those students who are appealing the initial decision made by the Registrar's Office. Students may appear in person before the Committee to present their appeal. The decision of the Committee is final.
(d) Criteria for Determining Fee Appeals. The criteria established by the Board of Regents and this rule shall govern decisions by the Registrar and the Fee Appeals Committee:

1. A fee appeal shall be granted when it is demonstrated that fees were paid as a result of University error.

2. A fee appeal shall be granted when it is demonstrated that the student was prevented from timely withdrawal from the University due to extenuating circumstances beyond the student’s control. Extenuating circumstances include death of the student, or death in the immediate family (parent, spouse, child, sibling) of the student; illness of the student that is of long duration or severity, as confirmed in writing by a physician, or involuntary call to military duty, so that timely completion of the withdrawal process was precluded.

(12)(14) Refunds. Refunds will be processed and mailed to the address shown on the Registrar's files to all students whose fee accounts show an overpayment after the published last day to pay fees. Students due a refund will not be required to submit a refund request to receive their refund because it will be automatically calculated. If there is a balance due to the University in the accounts receivable system, that amount will be deducted from any refund due. In addition, students shall be entitled to refunds in the following circumstances:

   (a) 100% of tuition and course related fees will be refunded if notice of complete withdrawal or course withdrawal from the University occurs prior to the end of drop/add period.

   (b) 25% of tuition and course related fees will be refunded if notice of withdrawal from ALL courses from the University occurs prior to the end of the fourth week of classes.

   (c) Students who receive financial aid and subsequently change their enrollment status and this action results in a refund, may have all or a portion of their refund returned to the University's Financial Aid Office in accordance with the terms of their financial aid agreement.

   (d) 100% of tuition and course related fees if a student withdraws or drops a course due to circumstances which are exceptional and beyond the control of the student. Requests for fee adjustments must meet one of the conditions below to be considered.
1. Death of the student or immediate family member (parent, spouse, child or sibling) as confirmed by documentation indicating the student's relationship to the deceased. Death certificate required.

2. Illness of student of such severity or duration to preclude completion of course(s). Written confirmation by a physician required.

3. A situation in which the University is in error as confirmed in writing by the appropriate Vice President.

Deferred Payment Status. Deferred payment status for tuition and registration fees will be granted upon application by the student on the following grounds:

(a) Veterans shall be entitled to deferment in accordance with the provisions of Section 240.235, F.S.

1. Each student granted a veteran's deferment shall sign a promissory note for the amount of registration and tuition fees due. The promissory note must be presented to the University Cashier's Office before the published last day to pay fees. Failure to present the promissory note by the deadline will result in the student being assessed the $50100 late payment fee. If the student does not present an authorized deferment to the Cashier, including the $50100 late fee, by the close of the fourth week of classes, the student's registration shall be canceled. The student may request reinstatement by presenting an authorized VA deferment promissory note along with a $50100 late registration/late payment fee in lieu of full payment of tuition and registration fees. (See the procedure outlined in Reinstatement.)

2. If an eligible student's educational benefits are delayed beyond the deferral period (end of term for which they are enrolled), the deferment will be extended upon request by the student with written verification from the granting entity that the student is eligible to receive benefits and that benefits are being processed for payment. Upon receipt of written verification, the Registrar's Office shall approve the deferment and any request for extension. Additional extensions may be similarly granted until such time that the student begins receiving educational benefits. Failure of the veteran to pay the amount of the authorized deferment by the due date or extended date, whichever is later, will result in the student being assessed the $50100 late registration/late payment fee.
payment fee.

(b) Third Party Billings. Deferment is permitted when formal contractual arrangements have been made with the University for payments by an approved third party. The University Controller or designee is responsible for negotiating such third party contracts.

(c) Delay in Financial Aid Delivery. Deferral of tuition and fees is permitted for those students receiving financial aid from federal, state, or University assistance programs when delivery of the aid is delayed through circumstances beyond the control of the student. Failure to make timely application for such aid shall be insufficient reason to receive such deferral. The Director of Financial Aid shall certify a student's eligibility for deferral to the University Controller or designee for each student for each academic term for which receipt of aid is delayed.

(d) Extraordinary circumstances exist and the deferment has the approval of the President or his designee.

(14) Fee Waivers.

(a) Students using a fee waiver as part of the fee payment must present the original and the student copy to the Cashier's Office at the time of payment on or before the published last day to pay fees. Students who are responsible for a portion of their fees in addition to the fee waiver are required to pay their portion before the fee waiver is applied.

(b) Eligible FGCU and other State agency employees interested in enrolling in University courses should obtain a state fee waiver form from their respective Human Resource Department authorizing a state fee waiver prior to registering. The fee waiver is offered on a space available basis only and covers up to six credit hours per term. Students using the State Fee Waiver to pay their fees must register on or after the day established in the Schedule of Classes for State employee registration. A properly completed and approved form must be presented at the Cashier's Office by the date published for the last day to pay fees. Fee waivers will be processed only for those courses shown on the form presented at the time of registration. Only one fee waiver form per employee will be accepted each term. The State employee fee waiver will not be accepted as payment for course registration prior to the announced date for state employee registration. Refunds will
not be processed for employees who have registered and paid prior to the state employee registration day and wish to use the fee waiver.

(c) Senior citizens fee waivers are available to persons 60 years of age or older who meet the requirements of Florida residency. The fee waiver allows qualified individuals to attend credit classes on an audit basis on a space available basis only. Senior citizens using the fee waiver must register during the first week of classes.

(d) Fee waivers for intern supervisors, sponsored institutes and programs and for non-resident, non-degree seeking students are granted by the University in accordance with Rule 6C-7.008, F.A.C.

Specific Authority 229.0081(2),(5), FS
Law Implemented 2002-03 General Appropriations Act, HB 27E, 229.0081(2),(5), 229.0082(1),(11), FS
History--New 1-12-98, 4-11-2000, Amended ___-___-___.

6C10-7.003 Special Fees

Beginning with the Spring 2003 Semester, the fees listed in this section will be assessed. The term “cost” as used in this provision includes those increased costs to the University that are reasonable, specific, identifiable and directly related to the goods or services.

<table>
<thead>
<tr>
<th>Fee</th>
<th>Amount</th>
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<tbody>
<tr>
<td>a) Non-Refundable Application Fee</td>
<td>$30.00</td>
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<tr>
<td>b) Orientation Fee</td>
<td>$35.00</td>
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<tr>
<td>c) Security, Access or Identification Cards</td>
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<tr>
<td>Annual Fee for Card</td>
<td>$10.00</td>
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<tr>
<td>Fee for Replacement Cards</td>
<td>$15.00</td>
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<tr>
<td>d) Fee for Transcripts</td>
<td>$10.00</td>
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<td>e) Fee for Diploma Replacement</td>
<td>$10.00</td>
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<tr>
<td>f) Registration Fee for a Zero-Hours Course</td>
<td>$85.23</td>
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<tr>
<td>g) Registration Fee for an Audit Course</td>
<td>$85.23</td>
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<tr>
<td>Description</td>
<td>Cost</td>
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<td>------------------------------------------------------------------------------</td>
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<tr>
<td>h) Course-related Fee For Materials and Supplies</td>
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<tr>
<td>consumed during instructional activities</td>
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<tr>
<td>i) Overdue Library Material Fee (per day)</td>
<td>$0.25</td>
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<tr>
<td>j) Overdue Library Reserve Material Fee</td>
<td>$0.25</td>
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<td>-- per item, per hour</td>
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<tr>
<td>k) Interlibrary Loan Fee</td>
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<tr>
<td>l) Literature Search Fee</td>
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<tr>
<td>m) Damaged/Lost Library Materials</td>
<td></td>
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<tr>
<td>n) Late Return of Equipment Fee (per day)</td>
<td>$5.00</td>
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<tr>
<td>o) Equipment or Facilities Use, Damage or Loss</td>
<td></td>
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<tr>
<td>p) Duplicating, Photocopying, Binding</td>
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<tr>
<td>Microfilming and Copyrighting Fees</td>
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<tr>
<td>q) Standardized Testing Fees</td>
<td></td>
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<tr>
<td>r) Returned-Check Fee for Unpaid Checks</td>
<td>$35.00</td>
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<tr>
<td>s) Miscellaneous Health-Related Charges</td>
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<tr>
<td>for Services at the Health Center</td>
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<tr>
<td>t) Fee for Collection of Overdue Accounts</td>
<td></td>
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<tr>
<td>u) Additional Fee for Off-Campus Course</td>
<td></td>
</tr>
</tbody>
</table>

Specific Authority 1001.74 (4),(11), FS  
Law Implemented 1001.74(11),1009.24(12), FS  
History--New 1-12-98, 4-11-2000,  
Amended ____-____-____.

6C10-7.002 SURPLUS PROPERTY; REMAINS THE SAME.
NAME OF PERSON ORIGINATING PROPOSED RULES:
Linda Bacheler, Controller

NAME OF SUPERVISOR OR PERSON WHO APPROVED THE PROPOSED RULE:
Curtis Bullock, Vice President for Administrative Services

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN THE FORT MYERS NEWS PRESS: July 31, 2002.
Florida Gulf Coast University Board of Trustees  
October 10, 2002

SUBJECT: Southern Scholarship Foundation, Inc. Sublease

PROPOSED BOARD ACTION

Approve the sublease of 15,381 square feet of FGCU property to the Southern Scholarship Foundation, Inc for the construction and operation of a housing facility for students of outstanding ability who are in need of financial assistance and who are enrolled as students at FGCU or the area community college.

BACKGROUND INFORMATION

The Southern Scholarship Foundation, Inc. has approached FGCU and requested the sublease of sufficient lands within the existing FGCU student-housing complex to construct a single-story building, which would house 16 undergraduate scholarship students and one graduate scholarship student. The scholarship house would be operated by the Southern Scholarship Foundation, Inc. in accordance with existing FGCU rules, policies and regulations. All costs of design, permitting, construction and operation would be borne by the scholarship foundation. The Southern Scholarship Foundation, Inc. has already constructed scholarship houses at FAMU, FSU and UCF. FGCU believes this to be a good cause and in keeping with the University mission and purposes. The proposed sublease has been examined by legal counsel for the scholarship foundation and FGCU. Staff at the Florida Board of Education, Division of Colleges and Universities has also reviewed the proposed sublease. Upon FGCU Board of Trustees approval, the proposed sublease will be forwarded to the Florida Board of Education for approval and for consent by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.
Supporting Documentation Included: Proposed Sublease No 4051-1

Prepared by: Curtis Bullock, Vice President for Administrative Services

Legal Review by: Wendy Morris, General Counsel (September 19, 2002)

Submitted by: Curtis Bullock, Vice President for Administrative Services
FLORIDA BOARD OF EDUCATION

Sublease No 4051-1

This sublease, dated this 8th day of August, 2007, is between the Florida Board of Education, acting for and on behalf of the Florida Gulf Coast University Board of Trustees (hereinafter called "Landlord"), and the Southern Scholarship Foundation, Inc., a Florida not-for-profit corporation (hereinafter called "Tenant"), with its principal office in Leon County, Florida. This sublease is made pursuant to that certain lease between the State of Florida Board of Trustees of the Internal Improvement Trust Fund (hereinafter called "Owner") and the Florida Board of Education dated November 15, 1994, identified as lease No. 4051. Landlord represents that it has the authority to approve into this sublease under the provisions of the aforementioned lease between Owner and Landlord. Landlord hereby leases to Tenant and Tenant leases from Landlord that certain real property (hereinafter referred to as the "land"), located in Lee County, Florida, more particularly described in Exhibit A attached hereto and by reference made a part hereof, under and upon the following terms and conditions, to-wit:

1. TERM. The term of this sublease shall be for thirty (30) years (unless sooner terminated under any of the provisions hereinafter set forth), commencing on the date set forth at the beginning of this sublease. The sublease is subject to renewal under the same terms and conditions of this sublease, or otherwise upon agreement of both parties, at the end of the thirty-year period for two (2) subsequent successive six (6) year periods.

2. RENT. Tenant shall pay to the Landlord as rent for the land, the sum of One Dollar ($1.00) per year, for the total rental over the entire thirty (30) year term in the amount of Thirty Dollars ($30.00), said total Thirty Dollar rental to be paid in full, in advance, upon the execution of this sublease by Tenant.

3. USE OF LAND. Tenant shall use the land to construct one (1) building thereon to be known, during the time that this sublease is in effect, as the "Southern Scholarship Community at FGCU" as described herein; and, after completion of the building, for the purpose of providing and operating a housing facility for students of outstanding ability who are in need of financial assistance and who are enrolled as students at FGCU or area community colleges. Said housing facilities are to be provided without charge to the persons using same; provided, however, students who qualify to use the housing facilities shall be required to share the work and expense of operating the facilities. The housing facilities constructed on said land shall be of the size to comfortably accommodate no more than seventeen (17) students living on the premises. A maximum of one structure for student habitation and common use activities may be constructed on said land. Building shall be used solely and exclusively as a housing facility as described above, and shall be used continuously for such purposes subject to the provisions of the paragraph 11 below.
4. CONSTRUCTION OF BUILDING BY TENANT. As part of the consideration for this sublease, Tenant shall cause building to be constructed for the purposes set forth in paragraph 3, above, which building shall be constructed in accordance with plans and specifications to be approved, in writing, by Landlord prior to the commencement of construction of said building. Any proposed changes in plans and specifications must be approved in writing by Landlord prior to the changes being made. Tenant shall be solely responsible for paying all costs and expenses for construction of said building and for maintaining and operating said building while this sublease is in effect; and, in addition thereof, Tenant agrees, in connection with construction of said building, to comply with the requirements set forth on Exhibit B, attached hereto and by reference made a part hereof. This sublease shall automatically terminate if construction of the house has not been started within 500 days from the date hereof or if construction has not been completed and the building certified as ready for occupancy, and the facilities are on in operation, within 300 days from the date of the start of construction unless such delay is due to an act of God or other cause over which Tenant has no control. During construction of the building, Landlord shall have the right, at any and all reasonable times, to examine and inspect the same to determine that the building is being constructed in accordance with the plans and specifications therefor; and if Landlord does make any such inspections, it shall not thereby assume any obligations, responsibility or liability with respect to the construction of said building nor shall it be deemed to have waived the right to require the building to be constructed in accordance with said plans and specifications in the event there is a variation therefrom.

Further, upon and after completion of the building, and at no time while this sublease is in effect, shall Tenant alter or make any additions to said building without first obtaining Landlord’s written consent. If Tenant fails to complete construction of the building and commence operation of the facilities described within 300 days from the date of the start of construction, unless delay is due solely to an act of God or other cause over which Tenant has no control, Landlord shall have the option to declare this sublease terminated and re-enter and take possession of the land pursuant to the terms of Paragraph 13 of this sublease. In such event, but only upon demand by Landlord, Tenant shall promptly remove all improvements made on the land and shall restore the land to the condition as it existed on the day the term of this sublease commenced; and upon failure of Tenant to do so, Landlord shall have the right to determine the disposition of such improvements removed from the land and to place such improvements in storage at Tenant’s expense if deemed appropriate by Landlord; and Tenant shall be liable to Landlord for expenses incurred by Landlord in removing and/or storing the improvements and in restoring the land to the condition in which it previously existed.

5. CONSTRUCTION OF ROADS. The design, construction and cost of any roads, which will service the land to be leased by Tenant, shall be borne, by Tenant. All roads must be designed and built to the minimum standards of
FGCU and the Florida Board of Education. Tenant shall have use of such road, once constructed. When maintenance of the road, once constructed, is required, Landlord shall perform such maintenance but at Tenants expense and, within sixty (60) days of Landlord’s demand upon Tenant, Tenant shall make payment to Landlord for such maintenance costs. Tenant’s payment of any maintenance costs shall be determined by Landlord and shall be based on the actual cost of maintenance.

6. MAINTENANCE AND REPAIR OF BUILDING AND CARE OF LAND. Tenant will maintain the building constructed on the land in good condition and repair at all times. Tenant shall promptly make any and all repairs to the building that may be necessary or desirable, including, but not limited to, those which are made necessary as the result of any misuse or neglect by Tenant or by its agents, employees, guests, patrons, or visitors who may be in, on or around the land and the building. Any and all such repairs shall be made at least in equal quality to the original work. Any and all such repairs shall be made through the FGCU Physical Plant who shall provide and supervise the necessary repairs requested, and shall charge the Tenant reasonable and customary costs for making said repairs. Tenant shall also be responsible for the installation and maintenance of landscaping on the land. The appearance and maintenance of such landscaping shall at a minimum conform to that of the surrounding environs at the FGCU campus. Any and all such landscape installation and maintenance shall be made through the FGCU Physical Plant who shall provide and supervise the necessary installation or maintenance requested, and shall charge the Tenant reasonable and customary costs for said installation and maintenance. Tenant shall not permit any unsafe or hazardous condition to be created on, or to be maintained on, the land or in or on the building. Should Tenant fail to make any necessary repairs promptly, or fail to remove any hazardous or dangerous condition that may come to exist upon the land or in or on the building, the Landlord may make any such repairs and correct and remove any such hazardous or dangerous condition and charge the cost thereof to the tenant or the tenant shall be deemed in default hereunder.

7. UTILITIES. Tenant shall arrange to receive all utilities through FGCU and be billed by FGCU for said utilities, and Tenant shall promptly pay all utility bills and related charges when due.

8. RIGHT TO INSPECT. Landlord, through its agents, shall have the right, at any and all reasonable times, to enter upon the land and into the building for the purpose of making inspections to determine that Tenant is maintaining the land and the building in accordance with the terms of this sublease.

9. INSURANCE. (a) Tenant shall maintain fire and extended coverage insurance on the building in an amount that is at all times equal to the value of the building, the amount of said insurance to be acceptable to Landlord. The
insurance required by this subparagraph (a) shall be payable to a bank (agreed upon by Landlord and Tenant at the time of execution of this sublease) doing business in Lee County, Florida, as trustee, which shall, in the event the building is partially or totally destroyed by fire or other casualty, receive and distribute the proceeds of said insurance as herein provided. In the event of any such partial or total destruction, Tenant may elect to terminate this sublease by written notice given to Landlord, with a copy thereof to be given to the bank trustee, and this sublease shall automatically terminate and the insurance proceeds held by the bank trustee shall be immediately paid over to and shall become the sole property of the Landlord; or, Tenant may elect to repair or reconstruct the building to the same state, and of equal quality, as it existed immediately prior to said casualty. If Tenant elects to repair or reconstruct the building on the real property which is the subject of this sublease, prior to the commencement of such repair or reconstruction, it shall deliver to and deposit with the bank trustee any sums of money that might be required, in addition to the insurance proceeds held by the bank trustee, to pay for said repairs or reconstruction. If Tenant elects to repair or reconstruct on the real property which is the subject of this sublease, it shall do so in accordance with the applicable provision of this sublease and Exhibit B, attached hereto, and the bank trustee is hereby authorized to pay the draws to the general contractor who does such repairs or reconstruction in accordance with the draw provisions contained in the contract for such work. Landlord and Tenant agree to execute any documents required by the bank trustee in order for it to act in the capacity herein described, and any and all fees charged by the bank trustee for the services it has performed hereunder. Tenant shall have one hundred twenty (120) days from the date of any casualty described herein to make to elections permitted hereunder; and if Tenant fails to make an election within said time, Tenant shall be deemed to have elected to terminate this sublease, the insurance proceeds shall be immediately paid over to the Landlord, and Tenant shall have no further right, interest, title, claim or demand in, to and under this sublease the land or the building. A certificate of such insurance shall be provided to Landlord and shall specify that it shall not be canceled by insurer until thirty (30) days prior written notice is given to Landlord. (b) During the term of this sublease, Tenant shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than $1,000,000 per person and $3,000,000 per incident or occurrence for personal injury or death, and not less than $100,000 for property damage on the subleased premises. Such policies of insurance shall name Tenant, Owner, the Landlord, and the State of Florida as co-insureds. Tenant shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to Landlord and the Bureau of Public
Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Tenant shall purchase all policies of insurance from a financially responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, Tenant shall self-insure these coverages. The insurer must possess a minimum current rating of B+ Class VIII in “Bests Key Rating Guide”. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. Tenant further agrees to immediately notify Landlord, the Owner, and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in value. Tenant shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease. (c) Indemnity. Tenant hereby agrees to at all times indemnify, save free and hold harmless the Landlord, Owner and the State of Florida and their agents and employees, from every and all costs, loss, damages, liabilities, expenses, claims demands and judgments, including court costs and attorneys fees, which may arise from or be claimed against Landlord or Owner, their agents or employees, by any person or persons for any injuries or death, bodily or personal injury or property damage, or damage of whatsoever kind or character, consequent upon or arising from any neglect or fault of Tenant, its agents, employees, guests, patrons, or visitors, and as a result thereof, if any suits or proceedings shall be brought against the Landlord or Owner, their agents or employees, or any of them, the Tenant, upon request of the Landlord or Owner, shall defend the same and shall pay whatever judgment or judgments that may be obtained against the Landlord or Owner, their agents and employees.

10. ASSIGNMENT AND SUBLETTING. This sublease shall not be assigned or transferred by voluntary act of the Tenant or by operation of law, nor may any interest herein be so assigned or transferred; nor shall Tenant sublet the land or lease the building thereon nor any portion of the land or the building thereon without first obtaining the written consent of the Owner. If consent be given by the Owner to one assignment or subletting, it shall not be construed as a subsequent or continuing consent, and any assignment or a subletting without first obtaining such written consent shall automatically terminate this sublease.

11. ABANDONMENT. Notwithstanding any other provision in this sublease, and in addition to any other provision contained herein, this sublease shall terminate if Tenant ceases to use the land, and the building to be erected thereon, for the purposes set forth in paragraph 3 hereof. Cessation of use shall be determined by the actual use being made of the land and the building.
The provisions of this paragraph shall not become operative until the building described in paragraph 4 above have been completed; provided, however, that nothing in this paragraph shall be construed to eliminate the requirement that the construction of said building be completed and that said building be completed and that said building be in operation for the purposes intended within 300 days after the date of the start of construction as specified in paragraph 4 of this sublease. Summer closure, major remodels, or renovations would be considered exceptions to this.

12. TAXES. The Tenant shall pay and discharge any and all existing and future taxes, assessments, duties, impositions, special assessments assessed, and burdens charged or imposed upon the land or any improvements thereon; and Tenant shall promptly deliver to the Landlord proper and sufficient receipts and any other evidence of the payment and discharge of the same. Upon failure of the Tenant to comply with the provisions of this paragraph, and prior to the time that any Tax Sale Certificate might be issued against the land or the building thereon, the Landlord shall have the right, at its option, to pay any such taxed, in which event the Tenant shall be deemed in default.

13. DEFAULT. In the event Tenant shall abandon the land as herein above provided for, or in the event of any breach by Tenant of any of the conditions, stipulations or covenants contained in this sublease, and said default shall continue to exist for a period or thirty (30) days after written notice of such default has been given to Tenant by Landlord, this sublease shall automatically terminate. In addition, if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant, or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within thirty (30) days of its being filed, or if Tenant is declared to be insolvent or if Tenant is adjudged a bankrupt or files for an arrangement for reorganization under the bankruptcy laws, or if any of the assets or property of Tenant on the land or in the building shall be attached or levied upon, it shall constitute a default hereunder and this sublease shall automatically terminate. Upon the termination of this sublease, either under any of the provisions contained in this paragraph or under any provision contained in this sublease, all rights, title and interest of the Tenant in and to the land hereby leased and in and to the building to be erected thereon, shall automatically become terminated and forfeited, and all rights, estate and interest of the Tenant in and under this sublease and in and to the land and the building to be erected thereon shall vest in Landlord. Further, Landlord shall be entitled to seek and pursue any other rights recognized or available to it under the laws of the State of Florida.

14. SURRENDER OF LAND UPON TERMINATION. Upon the termination of this sublease and any renewals thereof, whether by expiration of the thirty year term granted hereunder or earlier termination by virtue of default of the Tenant, Tenant agrees to surrender possession peacefully of the land and
building to the Landlord in as good condition and repair as reasonable and
proper use thereof will permit; and Tenant shall execute any and all
documents that might be necessary or requested by Landlord in order to
transfer title of the building (to be erected on said land by Tenant pursuant to
paragraph 4 hereof) to Owner.

15. BUILDING TO REMAIN PERSONALITY UNTIL TERMINATION OF
THIS SUBLEASE. It is agreed that the building to be erected on the land by
Tenant, as provided for in paragraph 4 hereof, shall be deemed to be, and shall
remain, personality and the sole property of the Tenant until such time as this
sublease terminates, at which time said building shall automatically, and
without further act or deed, become part of the realty and shall become sole
property of the Landlord, with the Tenant to thereafter have no further right,
title, interest, claim or demand in and to said building.

16. UNLAWFUL USE OF LAND AND BUILDING. The Tenant shall abide by
all university rules and regulations.

17. QUIET ENJOYMENT. Upon Tenant’s observing and performing all of the
covenants, conditions, stipulations and provisions of this sublease on the
Tenant’s part to be observed and performed, Tenant shall have the quiet and
peaceful possession of the land for the entire thirty-year term hereof, subject
to all of the provisions of this sublease.

18. WAIVER. No assent, express or implied, by the Landlord to any breach of
any of the conditions, terms or covenants contained herein to be performed by
Tenant shall be deemed to be a waiver of any succeeding breach of the same
or any other covenant by the Tenant.

19. NOTICES. All notices to be served upon the Landlord shall be served by
certified mail, return receipt requested, or delivered personally to:

All notices to be served upon the Tenant, shall be served by certified mail,
return receipt requested, or delivered to it personally, addressed to: President,
Southern Scholarship Foundation, Inc., 322 Stadium Drive, Tallahassee,
Florida 32304. All notices delivered by mail shall be deemed given when
deposited in the United States mail or comparable mail service, in a securely
sealed envelop, postage prepaid.

20. CAPTIONS. The captions are inserted only as a matter of convenience and
for reference, and in no way define, limit or describe the scope of this sublease
nor the intent or content of any provision contained herein.

21. ENTIRE AGREEMENT. This sublease includes all of the terms and
conditions agreed upon by the parties, and no oral agreement or representation
shall be valid or binding upon the Landlord or the Tenant unless expressly contained herein.

22. TERMINATION OF LEASE: In the event that Tenant fails to abide by the terms of the lease, the Landlord may terminate this lease with cause provided that the Landlord notifies Tenant via certified letter of intent to terminate lease. Tenant shall have 30 days from receipt of letter to challenge said termination.

23. RECORDING IN PUBLIC RECORDS: This sublease shall not be recorded in the Public Records of Lee County or any other County of the State of Florida, and upon such recording by the Tenant the sublease shall, at the option of the Landlord, be deemed terminated.
Southern Scholarship Foundation, Inc., a Florida not-for-profit corporation

By: Thomas C. Pitcock
SSF President
Print/Type Name

"TENANT"

Darlene M. Wilke
Signature of First Witness

Patricia J. Arthur
Signature of Second Witness

Patricia J. Arthur
Printed Name of Second Witness

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this 8th day of August, 2002, by Thomas C. Pitcock, as President of SOUTHERN SCHOLARSHIP FOUNDATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

Elizabeth L. Kelly
Signature of Notary Public

Elizabeth L. Kelly
Printed Name of Notary Public

# CC810751
Commission Number

Feb 21, 2003
My commission Expires
Sublease under Lease
No. 4051

(SEAL)
FLORIDA BOARD OF EDUCATION

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

State of Florida
County of ___________

The foregoing instrument was acknowledged before me this ___
day of ____________, 20____, by ____________________________
as ____________________________ on behalf of the Florida Board of
Education. He is personally known to me.

Signature of Notary Public

Printed Name of Notary Public

Commission Number

My commission Expires
CONSENT TO SUBLEASE 4051-01

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby consents to the sublease this __________ day of _______ 20 ___.

(Seal)
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

State of Florida
County of __________

The foregoing instrument was acknowledged before me this ______ day of __________, 20 _____, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund. She is personally known to me.

Signature of Notary Public

Printed Name of Notary Public

Commission Number

My commission Expires
EXHIBIT A TO SUBLEASE

This is to be a detailed description of the size and location of the property named in the sublease.

EXHIBIT B TO SUBLEASE

In connection with the construction of each building to be erected on the land, Tenant agrees to comply with the following requirements, to-wit:

1. All structures to be designed and built to comply with the State University System (Florida Board of Education) cost containment guidelines and FGCU supplements.
2. The plans and specification shall be prepared by an architect licensed to practice in the State of Florida.
3. The plans and specifications shall be submitted to Landlord, in triplicate, and shall show that the building to be constructed shall comply with all of the then existing environmental health and safety requirements of the State of Florida, as well as with all building, health and safety codes and requirements of the State of Florida.
4. All construction work shall be done by a general contractor licensed by the State of Florida to do such construction.
5. The general contractor selected by Tenant to do the construction shall be required to furnish a payment and performance bond, in such format and with good and sufficient surety as may be acceptable to Landlord, covering the faithful performance of the contract of construction and strict compliance with the plans and specifications for construction of the building and for the payment of all obligations thereunder in the full amount of the total contract sum, with Landlord to be given a copy of said bond with a certificate from the surety prior to commencement of any construction.
6. Prior to, and as a condition to commencement of construction, the general contractor shall deliver to Landlord, in form acceptable to Landlord’s attorney, a waiver and release which shall contain:
   a. An acknowledgment by the general contractor that the land upon which the construction is to take place is owned by the State of Florida Board of Trustees of the Internal Improvement Trust Fund,
   b. A waiver of any right the general contractor may have to claim a lien of any kind or nature upon the land and upon the improvements to be constructed thereon, as well as a similar waiver from any and all subcontractors who may perform services and supply materials in connection with the construction job; and
   c. A release of the Landlord, Owner and State of Florida and their agents and employees, from each claim of every kind and nature that the general contractor might have as a result or, or arising out of, the contract for the construction of the improvements.
7. The architect who prepares the plans shall be required to make, and shall be responsible for, all site inspections, approval of phases of construction and payment authorizations.
8. In the event Tenant, after completion of the building, undertakes any alterations or additions thereto, after having first obtained a written approval thereto from the Landlord, it is understood and agreed the Tenant shall also comply with all the requirements set forth in this Exhibit “B” in connection with the construction of any such alterations and additions.
9. The contractor who builds the building shall be required to apply for and pay for the building permits and for all inspections and approvals during construction and Final Building Occupancy. Permitting will be through the State Fire Marshall and local Building Official.
July 25, 2002

DESCRIPTION

PARCEL IN

SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PILOT HOUSE NO. 1
AT
FLORIDA GULF COAST UNIVERSITY’S
STUDENT HOUSING

A TRACT OR PARCEL OF LAND IN SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE WEST QUARTER (W.1/4) CORNER OF SAID SECTION RUN N 88° 41' 29" W FOR A DISTANCE OF 354.65 FEET; THENCE RUN S 14° 07' 38" E FOR 1347.94 FEET; THENCE RUN N 88°28'07" E FOR 963.55 FEET; THENCE RUN N 88°27'57" E FOR 1930.13 FEET; THENCE RUN N47°45'12" E FOR 1504.06 FEET; THENCE RUN N 01°42'45" W FOR 306.16 FEET; THENCE RUN N 88°17'12" E FOR 1027.72 FEET; THENCE RUN N 03° 10'24" W FOR 430.65 FEET; THENCE RUN N 89°01'.41" E FOR 450.41 FEET; THENCE RUN S 00°58'19" E FOR 320.16 FEET; THENCE RUN N 88°44'00" E FOR 924.50 FEET; THENCE RUN S 01°16'00" E FOR 534.45 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 86° 07' 38" E FOR 20.44 FEET; THENCE RUN S 08° 43' 05" W FOR 24.13 FEET; THENCE RUN S 23° 28' 25" E FOR 86.82 FEET; THENCE RUN S 14° 54' 14" W FOR 23.95 FEET; THENCE RUN S 70° 04' 17" W FOR 41.37 FEET; THENCE RUN S 82°46'14" W FOR 53.62 FEET; THENCE RUN N 75°53'31" W FOR 61.63 FEET; THENCE RUN N 25°07'22"W FOR 49.89 FEET; THENCE RUN N 47°26'47" E FOR 38.53 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT; THENCE RUN EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3.00 FEET (DELTA 77°36'59") (CHORD 3.76 FEET) (CHORD BEARING N 86°15'17" W) FOR 4.06 FEET TO A POINT OF TANGENCY; THENCE S 54°56'14" E FOR 29.28 FEET; THENCE RUN N 42°11'28" E FOR 106.88 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 15,381 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

______________________________
MICHAEL A. WARD (FOR THE FIRM LB-642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5301