

**Agenda**

**Florida SouthWestern State College Financing Corporation (the "Corporation")**

**Thomas Edison (Lee) Campus – Community Room I-223**

**March 21, 2023**

**4:00 p.m.**

**I. Public Comment**

**II. Vote to Take Action On**

1. Approval of the minutes from January 17, 2023, meeting. Presenter: Dr. Parrish
2. Election of Chair and Vice-Chair. Presenter: Dr. Parrish
3. Approval of proposed meeting dates for Fiscal Year 2023-2024. Presenter: Mr. Coleman
4. FPL electrical service easement for ballfields (Agenda Item 1). Presenter: Mr. Coleman
5. Personal Services Agreement for Financial, Accounting & Legal Services (Agenda Item 2).  
Presenter: Mr. Coleman
6. Personal Services Agreement for Resident Assistants, Housing Director and IT Support  
Services (Agenda Item 3). Presenter: Mr. Coleman
7. Approval of Lease Back Agreements for FSW Collegiate High Schools (Agenda Item 4).  
Presenter: Mr. Coleman
8. Financing Corporation 2023-24 Budget (Agenda Item 5). Presenter: Dr. Doeble
9. Removal of College Property from Inventory (Agenda Item 6): Dr. Doeble

**III. Information Only**

1. FSW Elevate Magazine (handout)

**Board Members' Comments**

**President's Comments**

**Adjournment**

**Minutes**

Florida SouthWestern State College Financing Corporation  
Thomas Edison (Lee) Campus – President's Community Room I-223  
January 17, 2023  
4:00 pm

The Florida SouthWestern State College Financing Corporation met in Lee County, Florida, Dr. Parrish, Chair, called the meeting to order at 4:05 pm.

**Members Present:** Dr. Randall Parrish, Jr, Chair  
Dr. Jeffery Allbritten, Corporation President  
Joe Coleman, Secretary  
Dr. Gina Doeble, Treasurer  
John Noland, Vice-Chair  
Mary Lee Mann  
Eddie Webb, III  
Dr. Bob Jones

**Absent:** Tristan "Tris" Chapman

**Others Present:** Kathleen Porter  
Dr. E. Michele Yovanovich  
Linda Saunders (Recorder)

Dr. Parrish welcomed Dr. Robert "Bob" Jones to the Financing Corporation Board.

**Public Comment:** None

**Vote to Take Action On:**

**Approval of the minutes for the August 16, 2022, meeting**

MOTION by Mrs. Mann to approve the minutes from August 16, 2022, and seconded by Mr. Noland.  
Approved unanimously.

### Tax Form 990

Dr. Doeble provided an overview of the 990 tax information for the last fiscal year. Mrs. Mann questioned an entry on page 23; Dr. Doeble will get clarity and provide information to the board. MOTION by Mr. Webb to approve and seconded by Mr. Noland. Approved by all attending trustees other than Mrs. Mann, abstained.

### Update to Investment Strategy

Dr. Doeble shared the minor modifications made by FineMark on the Investment Strategy to help the Financing Corp with yield. Dr. Doeble provided a redline copy of the changes made. MOTION by Mrs. Mann and seconded by Mr. Noland. Approved unanimously.

### **Information only:**

### 2<sup>nd</sup> Quarter Financial Statements (Agenda Item 3) and 3<sup>rd</sup> Quarter Financial Statements.

Ms. Porter presented the 2<sup>nd</sup> and 3<sup>rd</sup> quarter financial statements.

### Light House Commons update

Dr. Yovanovich shared the following:

- Light House Commons is at 98.8% occupancy; last spring 95.8% occupancy
- Spring applicants: 160 paid fees versus 130 paid fees last spring
- Retention in housing at 60% versus non-housing students at 59%
- GPAs 3.0 or higher, students living on campus 68% versus non-housing students 65%
- We will continue to improve the training of FSW RA's
- Next meeting to report on Career Coaches we are hiring; they will live on the floor with RAs and will help students to connect with a career
- During hurricane Ian, housing students followed their hurricane plan and lived off-campus for two weeks.

### Dr. Robert "Bob" Jones new member of the Financing Corporation Board

Dr. Parrish welcomed Dr. Robert "Bob" Jones to the Financing Corporation Board.

### Update on the FSW baseball field (Lee Campus)

Dr. Allbritten provided the update on the baseball and softball field. The first game is on January 30. Dr. Allbritten would like to invite the Financing Corporation Board and the Board of Trustees to attend a game on March 14 or April 15, as both the baseball and softball games will take place simultaneously.

### Update on the 6121 Winkler Road sale

Mr. Coleman provided an update on the sale of the 6121 Winkler Road property (closing no later than February 8).

**Board Members' Comments:**

- Mr. Noland shared how pleased he is with what the college is doing
- Mrs. Mann shared that there have been people asking her if there was a cost to the college for the emergency responders using our campus as a staging area
  - Dr. Doeble shared that FSW provided the arena and building U for emergency responders to sleep; emergency responders provided food and necessities for their employees.

**President's Comments:**

- 6:30 pm tonight, dinner with Donors for the FSW Cyber program
- The Governor's Office called; they want to give FSW 2 million dollars
- The volleyball team won the national championship 2022
- Basketball is on its way
- FSW has a new lobbying firm, The Southern Group

**Adjournment** – The meeting adjourned at 5:00 pm

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Dr. Jeffery S. Allbritten  
Corporate President  
Board of Directors

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Joe Coleman, Secretary  
Board of Directors

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Date

Florida SouthWestern State College Financing Corporation

**Proposed Schedule of Meetings**

Thomas Edison Campus, Robinson Hall,  
Room 1-223 (Board Conference Room) 4:00 PM

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**August 15, 2023**

**October 17, 2023**

**January 16, 2024**

**March 19, 2024**

**Florida SouthWestern State College Financing Corporation  
Agenda Item Summary**

Meeting Date: 3/21/2023

- 1. **Title:** Easement for Florida Power & Light ("FPL") electrical service
- 2. **Action Requested/Purpose:** Granting FPL an electrical service easement to bring power to the ballfields
- 3. **Fiscal Impact:**  Yes  No  N/A
- 4. **Funding Source:** Amount: \$
- 5. **Administration Recommendation:** Recommend granting FPL an electrical service easement

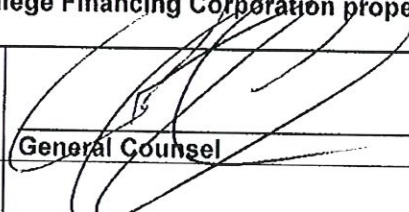
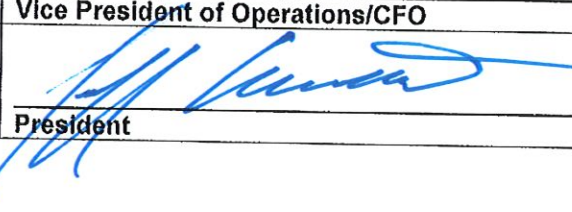
**6. Agenda Item Type:**

- Action Item
- Consent Agenda
- Information Only
- Board Requested Information/Report

**7. Requirement/Purpose (Include Citation)**

- Statute
- Administrative Code
- Other

**8. Background Information:** Florida SouthWestern State College Financing Corporation has completed construction of its softball/baseball fields. The fields require electrical service for lighting, scoreboards and other miscellaneous uses. In order to bring electrical service to the ballfields, FPL requires a service easement 200 feet long (+ or -) and 10 feet wide over Florida SouthWestern State College Financing Corporation property.

<b>Requested by:</b>	 General Counsel
<b>Funding Verified by:</b>	Vice President of Operations/CFO
<b>Approved for Agenda by:</b>	 President

Work Request No. 11811599

Sec. 22, Twp 45 S, Rge 24 E

Parcel I.D. 10198953  
(Maintained by County Appraiser)

# EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Drayton Diggs  
Co. Name: Florida Power & Light  
Address: 15824 Winkler Rd  
Fort Myers, FL 33908

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness' Signature)

Print Name: \_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness' Signature)

Print Name: \_\_\_\_\_  
(Witness)

Entity name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_

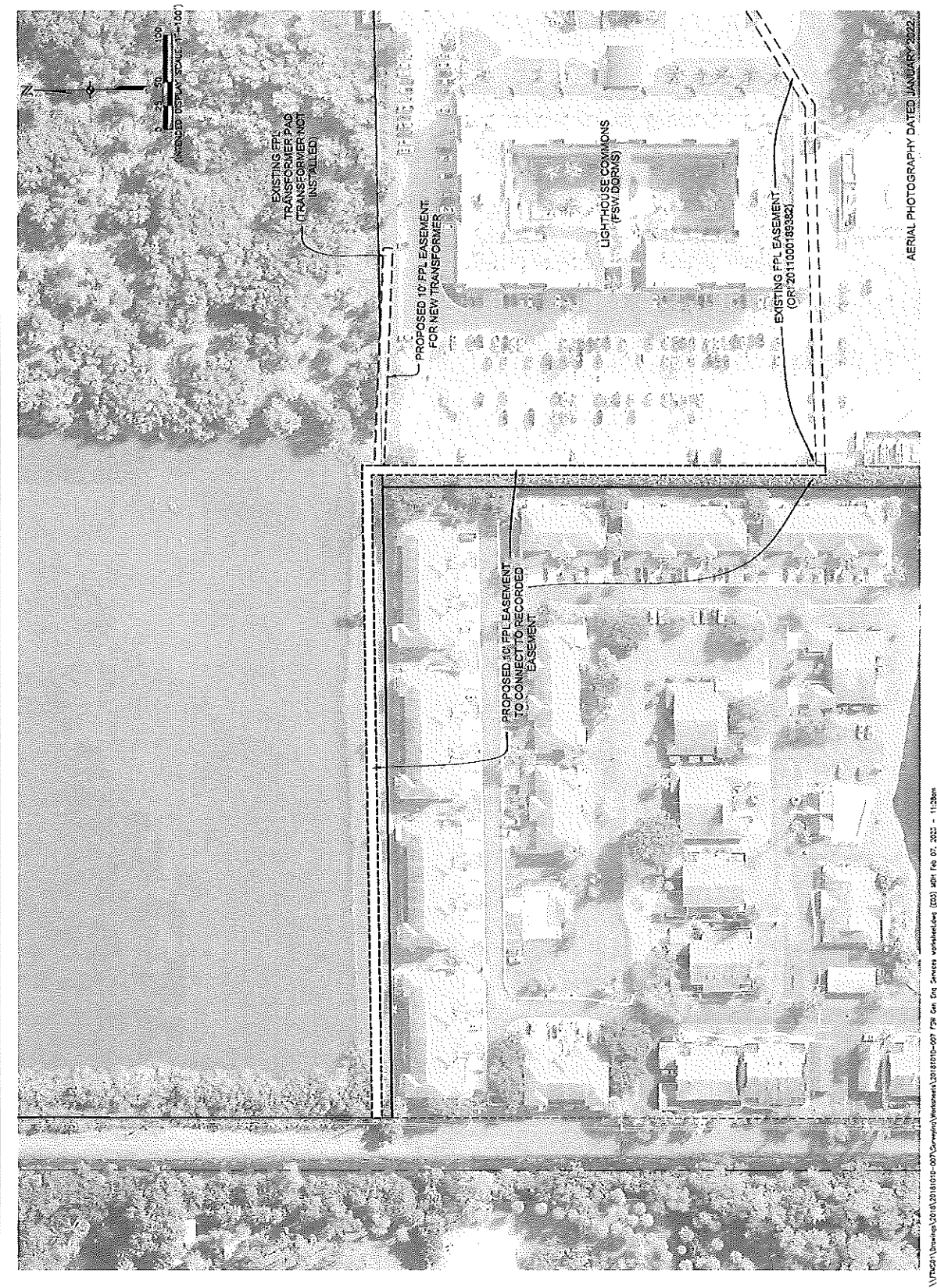
**EXHIBIT FOR PROPOSED FPL EASEMENTS**

**FSW - BALLFIELDS**  
 SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

NO.	DATE	DESCRIPTION

DATE: 01/11/2022  
 PROJECT NO: 2011000-189382  
 FILE NO: 20-024  
 SCALE: 1"=100'

**EXHIBIT**  
 SHEET NUMBER  
**E03**



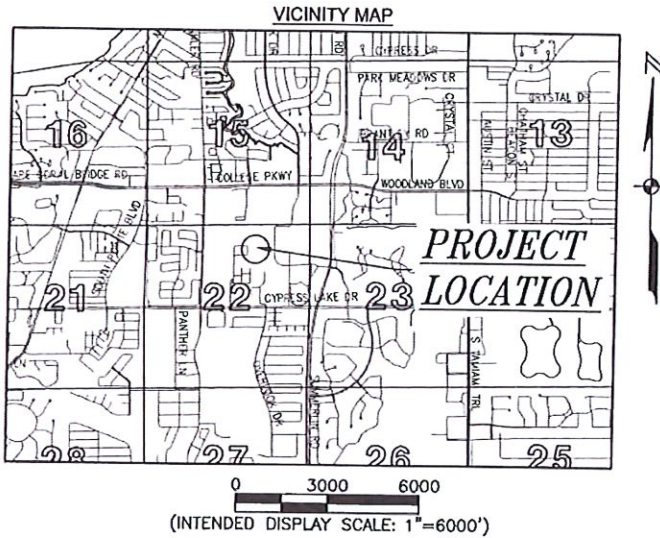
AERIAL PHOTOGRAPHY DATED JANUARY 2022

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## SKETCH AND DESCRIPTION

FLORIDA SOUTHWESTERN STATE COLLEGE - BALLFIELDS  
 FLORIDA POWER & LIGHT EASEMENT  
 SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- ORI = OFFICIAL RECORDS INSTRUMENT
- ORB = OFFICIAL RECORDS BOOK/PAGE
- PB/(P) = PLAT BOOK/PLAT
- PG = PAGE
- R/W = RIGHT-OF-WAY

SQFT./AC = SQUARE FEET/ACRES  
 N: = NORTHING  
 E: = EASTING

**NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON FIXING THE WEST LINE OF LANDS DESCRIBED IN ORI 2011000008371, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS N.00°05'04"E.
4. PARCEL CONTAINS 14,036 SQUARE FEET MORE OR LESS.

**THIS IS NOT A SURVEY.**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Mark D. Haines  
 PSM LS5312  
 State of Florida

*(Signature)*  
 MARK D. HAINES (FOR THE FIRM L.B. 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5312

Digitally signed by  
 Mark D. Haines PSM  
 LS5312 State of Florida  
 Date: 2023.02.07  
 10:43:44 -05'00'

DATE SIGNED: 2/7/23

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**\*\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.\*\***



JOHNSON ENGINEERING, INC.  
 2122 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE: (239) 334-0046  
 E.B. #642 & L.B. #642

FSW BALLFIELDS  
 FLORIDA POWER LIGHT EASEMENT  
 SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

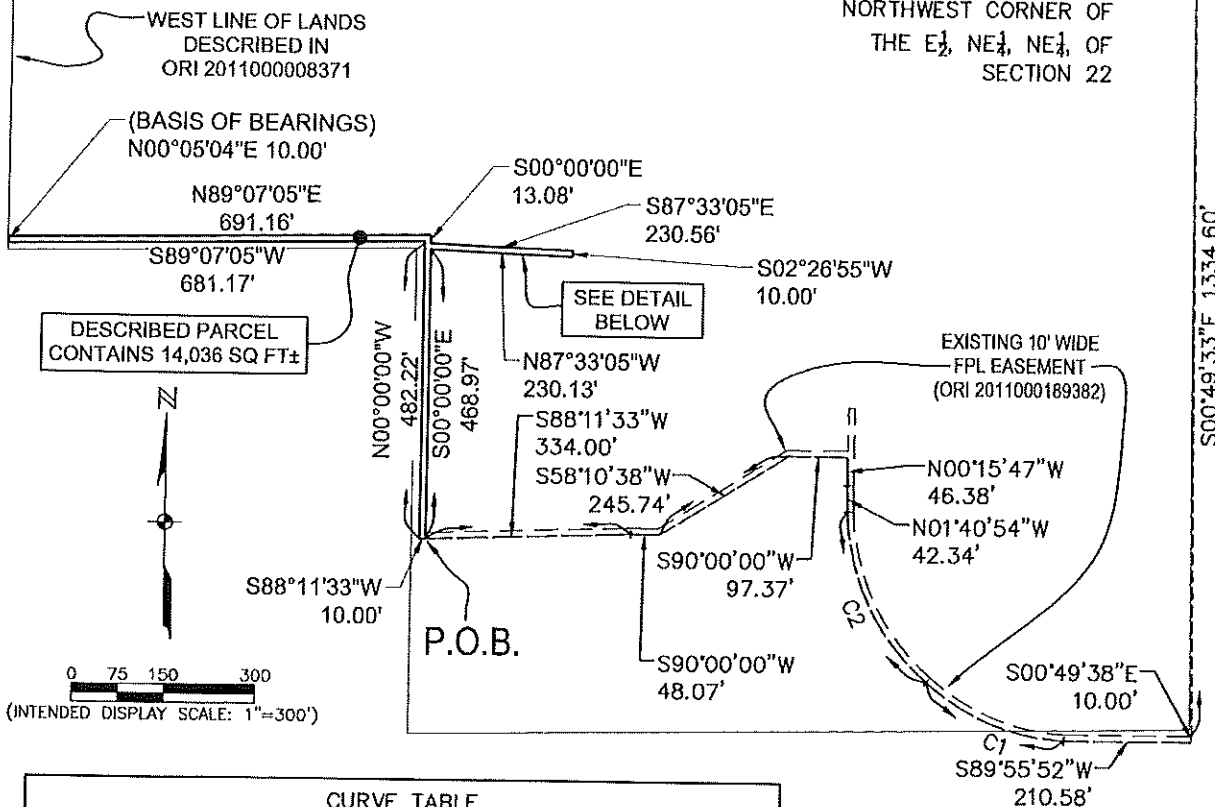
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
02/06/53	20181010-007	22-45-24	AS SHOWN	1 OF 3

\\FTMS01\Drawings\2018\20181010-007\Surveying\Sketches\20181010-007 FSW Ballfields S&D for FPL Easement.dwg (St) MDH Feb 07, 2023 - 10:34am

SECTION 15  
SECTION 22

P.O.C.

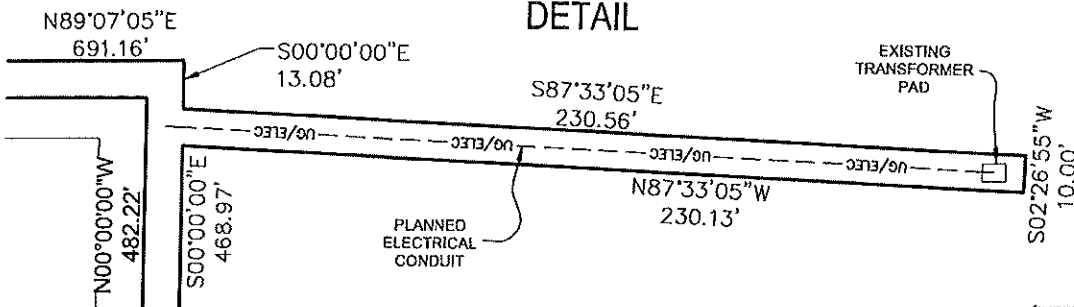
NORTHWEST CORNER OF  
THE E $\frac{1}{2}$ , NE $\frac{1}{4}$ , NE $\frac{1}{4}$  OF  
SECTION 22



CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	368.52'	38°59'12"	N67°57'29"W	245.95'	250.76'
C2	373.05'	48°25'31"	N25°53'37"W	306.00'	315.30'

DETAIL



\*THIS IS NOT A SURVEY.  
\*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

**JOHNSON**  
**ENGINEERING**

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FSW BALLFIELDS  
FLORIDA POWER LIGHT EASEMENT  
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
02/06/23	20181010-007	22-45-24	1"=50'	2 OF 3

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**LEGAL DESCRIPTION**

FSW BALLFIELDS  
FLORIDA POWER & LIGHT EASEMENT  
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2011000008371 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF THE EAST ONE-HALF (E1/2) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 22; THENCE S.00°49'33"E., 1,334.60 FEET TO A POINT LYING ON A FLORIDA POWER & LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS INSTRUMENT 2011000189382 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE, ALONG THE BOUNDARY OF SAID FLORIDA POWER & LIGHT EASEMENT FOR THE FOLLOWING TEN (10) COURSES:

1. S.00°49'38"E., 10.00 FEET;
2. S.89°55'52"W., 210.58 FEET;
3. ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTH HAVING FOR ITS ELEMENTS A RADIUS OF 368.52 FEET, A CENTRAL ANGLE OF 38°59'12", A CHORD OF 245.95 FEET, A CHORD BEARING OF N.67°57'29"W., AN ARC OF 250.76 FEET;
4. ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 373.05 FEET, A CENTRAL ANGLE OF 48°25'31", A CHORD OF 306.00 FEET, A CHORD BEARING OF N.25°53'37"W., AN ARC OF 315.30 FEET;
5. N.01°40'54"W., 42.34 FEET;
6. N.00°15'47"W., 46.38 FEET;
7. S.90°00'00"W., 97.37 FEET;
8. S.58°10'38"W., 245.74 FEET;
9. S.90°00'00"W., 48.07 FEET;
10. S.88°11'33"W., 334.00 FEET

TO THE **POINT OF BEGINNING**; THENCE, CONTINUE, S.88°11'33"W., 10.00 FEET; THENCE N.00°00'00"W., 482.22 FEET; THENCE S.89°07'05"W., 681.17 FEET TO AN INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2011000008371 OF THE AFOREMENTIONED PUBLIC RECORDS; THENCE, ALONG SAID WEST LINE, N.00°05'04"E., 10.00 FEET; THENCE N.89°07'05"E., 691.16 FEET; THENCE S.00°00'00"E., 13.08 FEET; THENCE S.87°33'05"E., 230.56 FEET; THENCE S.02°26'55"W., 10.00 FEET; THENCE N.87°33'05"W., 230.13 FEET; THENCE S.00°00'00"E., 468.97 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 14,036 SQUARE FEET, MORE OR LESS.

\\FMS01\Drawings\2018\20181010-007\Surveying\Sketches\20181010-007 FSW Ballfields S&D for FPL Easement.dwg (S) MDH Feb 07, 2023 - 10:33am

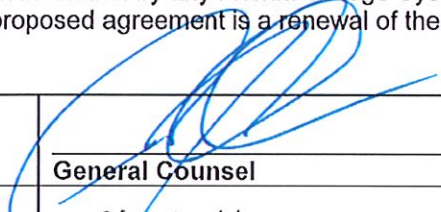

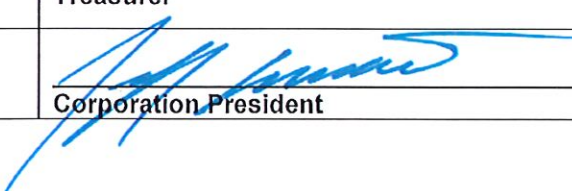
\*THIS IS NOT A SURVEY.  
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FSW BALLFIELDS  
FLORIDA POWER LIGHT EASEMENT  
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
02/06/23	20181010-007	22-45-24	1"=50'	3 OF 3

<b>FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION</b> <b>Agenda Item Summary</b>	
Meeting Date: 3.21.23	
<b>1. Action Requested/Purpose:</b> Approval of the Renewal of the Personal Services Agreement for Financial, Accounting Services, and Legal Services for Fiscal Year 2023-2024.	
<b>2. Fiscal Impact</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>3. Funding Source:</b> General Operating                      Amount: \$ 130,000	
<b>4. Administration Recommendation:</b>  Approval of the Personal Services Agreement Fiscal Year 2023-2024	
<b>5. Agenda Item Type:</b> <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	<b>8. Requirement/Purpose (Include Citation)</b> <input checked="" type="checkbox"/> Statute F.S. 1004.70 <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
<b>9. Background Information:</b>  Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. The attached proposed agreement is a renewal of the existing agreement.	
<b>Requested By</b>	 _____ <b>General Counsel</b>
<b>Funding Verified</b>	 <small>Gina Doeble (Mar 9, 2023 11:28 EST)</small> _____ <b>Treasurer</b>
<b>Approved For Agenda</b>	 _____ <b>Corporation President</b>

**PERSONAL SERVICES AGREEMENT FOR  
FINANCIAL, ACCOUNTING AND LEGAL SERVICES**

This Master Services Agreement (this "Agreement") is effective April 1, 2023, by and between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, and the **FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION** (the "Financing Corporation"), a not for profit corporation organized and existing under the laws of the State of Florida, a direct-support organization of the College pursuant to Section 1004.70, Florida Statutes.

**RECITALS**

**WHEREAS**, the Financing Corporation is a Direct Support Organization of the College as authorized and described in Section 1004.70, Florida Statutes;

**WHEREAS**, pursuant to Section 1004.70, Florida Statutes, the College has certified the Financing Corporation, as a Florida College System direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvement; (iii) manage and invest funds held by it; and (iv) any other proper activity of Florida SouthWestern State College;

**WHEREAS**, Section 1004.70(3)(a), Florida Statutes, expressly authorizes the District Board of Trustees to permit the use of property, facilities, and personal services of the College by the College's direct-support organization, including the Financing Corporation;

**WHEREAS**, Section 1004.70(1)(b), Florida Statutes, states that personal services includes full-time or part-time personnel as well as payroll processing ("Personal Services");

**WHEREAS**, the Financing Corporation desires to contract with the College for the use of the Personal Services described below and the College wishes to accept such engagement, pursuant to the terms and conditions contained herein;

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1  
PROVISION OF SERVICES**

1.1 Provision of Services. The Financing Corporation hereby engages the College to provide the following Personal Services:

A. Financial and Accounting Services:

i. Monthly performance of bank reconciliations;

- ii. Processing of accounts payable;
  - i. Implementation of investment strategies as determined by the Board of Directors of the Financing Corporation;
- iii. Preparation of the Annual Financial Report;
- iv. Preparation of the Quarterly budget to actual reports;
- v. Development of and presentation to the Board of Director of the annual budget;

B. Legal Services:

- i. Preparation and Review of Contracts;
- ii. Preparation of Written Resolutions of the Board of Directors;
- iii. Review and Approval of Board Minutes as necessary;
- iv. Attendance at meetings of the Board of Trustees;
- v. Provision of Legal Guidance to the Board of Directors and corporate officers.

1.2 Termination of Services. College may at any time immediately terminate this Agreement or withhold Personal Services in the event of breach by the Financing Corporation of any of the terms of this Personal Services Agreement or upon the occurrence of any of the events set forth in Article 7. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

1.3 Right of Supervision and Control. The College shall have sufficient authority so as to maintain a right of direction and control over employees providing Personal Services, and shall retain authority to hire, terminate, discipline and reassign employees. The Financing Corporation shall, however, retain such sufficient direction and control over employees performing Personal Services as is necessary to conduct the Financing Corporation's business and without which the Financing Corporation would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Financing Corporation.

## ARTICLE 2

### TERM

2.1. Term. The Term of this Agreement shall commence as of April 1, 2023, (the "Effective Date") and shall expire on March 31, 2024.

**ARTICLE 3**  
**PAYMENT OF WAGES AND BENEFITS**

3.1 Payment of Wages. The Financing Corporation also represents and warrants that all wages paid to any employee are to be paid by College and that any such employees will receive no additional wages in any form from the Financing Corporation. The Financing Corporation agrees it will be solely responsible for damages of any nature arising out of the Financing Corporation's failure to report to College the payment to an employee of any remuneration for services rendered for the College. The College assumes responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims) and tax obligations for any individuals who are performing Personal Services pursuant to this Agreement.

3.2 Claims. Should any claims, demands, suits or other legal proceedings be threatened in writing or instituted by any person against the College or the Financing Corporation with relating in any way to the Personal Services provided hereunder, the recipient of notice of such claim, demand, suit or other legal proceeding shall give each of the other parties to this Agreement prompt notice and all pertinent information and reasonable assistance in the defense or other disposition thereof. The College and the Financing Corporation shall promptly investigate all alleged accidents and/or alleged claims for damages relating in any way to the Personal Services provided hereunder.

3.3 Financing Corporation's Liability. Notwithstanding anything to the contrary herein contained, any claim based on or in respect of any liability of the Financing Corporation for (i) any payment hereunder or (ii) the performance of any other covenant, agreement, term or condition contained herein shall be paid solely out of, and enforced only against, the System Revenues (as such term is defined in the Bond Documents), if any, to the extent available to the Financing Corporation pursuant to the Bond Documents or from other cash balances within accounts maintained by the of the Financing Corporation and, in either case, not from or against any other assets, properties or funds of Financing Corporation or against any assets, properties or funds of any member, director, official, officer, employee, successor, assign or agent of Financing Corporation. The College agrees not to seek to obtain a money judgment against Financing Corporation, or against any officer, member, official, director, employee or agent of Financing Corporation or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns.

**ARTICLE 4**  
**WORKERS' COMPENSATION**

4.1 Workers' Compensation. The College shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for its employees who may provide Personal Services, either on a part-time or full-time basis.

**ARTICLE 5**  
**COMPENSATION OF COLLEGE**

5.1 Compensation. In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$130,000 per year which shall be paid no later than thirty days after the close of the Financing Corporation's fiscal year on March 31, 2024.

**ARTICLE 6**  
**INSURANCE REQUIREMENTS**

6.1 Insurance. During the term of this Agreement, either the College (to be reimbursed by the Financing Corporation) or the Financing Corporation shall procure and maintain in full force and effect the insurance as determined by the Financing Corporation to be required to comply with the requirements of the Bond Documents and the Ground Lease and, shall name both the College and the Financing Corporation as additional insureds.

**ARTICLE 7**  
**DEFAULT AND TERMINATION**

7.1 The Financing Corporation's Default. The Financing Corporation shall be in default hereunder (i) should the Financing Corporation fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the Financing Corporation, (iii) should the Financing Corporation engage in any fraud, misappropriation, embezzlement or in any willful misconduct in violation of this Agreement, or (iv) should the Financing Corporation fail to timely provide its consent or approval as required hereunder.

7.2 The College's Default. The College shall be in default hereunder (i) should the College fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the College, (iii) should the College engage in any fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority in this Agreement, (iv) should the College fail to maintain all licenses and permits necessary for the College to discharge its duties under this Agreement, or (v) should the College fail to make any payments or to provide the funds required hereunder.

7.3 Termination for Cause. If any party defaults and continues such default for more than thirty (30) days after a reasonably detailed default notice from one of the other parties hereto, then notwithstanding any contrary provision of this Agreement, such other party shall have the right, in addition to all other rights and remedies, to terminate this Agreement by giving a termination notice to the defaulting party; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such 30-day period, then the defaulting party shall have such additional time as is reasonably required to cure such failure provided such defaulting party commences to cure such failure within such 30-day period and proceeds to prosecute such cure with diligence and continuity, and such cure is complete within an additional thirty (30) days; and further provided, however, that such additional thirty-day period shall not apply to defaults based on the failure to timely pay any funds due hereunder or to timely grant or withhold approvals or consents required hereunder.



7.4 Other Terminations. This Agreement shall also terminate upon any termination of the Ground Lease, or upon any total casualty or condemnation of the Property after which the Property is not restored in a manner consistent with the condition and capacity prior to the casualty or condemnation.

## ARTICLE 8 MISCELLANEOUS

8.1 Independent Contractor Status. It is the intention of the parties hereto that the Financing Corporation and the College shall be, and remain, independent contractors. The parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, joint venture or agency of any kind.

8.2 No Third-Party Beneficiary. The provisions of this Agreement are not entitled to benefit any person who is not a party to this Agreement.

8.3 No Assignment. Neither the College nor the Financing Corporation shall assign or pledge any of their respective rights, duties or obligations under this Agreement without the consent of all parties to this Agreement.

8.4 Complete Agreement. This Personal Service Agreement, including all Exhibits as they may be now exist or as may they may be added from time to time, is a complete and exclusive statement of the terms of the agreement between the Financing Corporation and the College related to the provision of Personal Services with respect to the Property and supersedes and replaces any and all previous communications and understandings between the parties relating to the subject matter hereof.

8.5 Modification. This Agreement may be effectively modified, changed or amended only by a writing signed by all of the parties hereto, which consent shall not be unreasonably withheld, delayed or conditioned.

8.6 Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

8.7 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

8.8 Governing Law. This Agreement shall be governed, construed and interpreted by the laws of the State of Florida.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date and year first written above:

**DISTRICT BOARD OF TRUSTEES OF  
FLORIDA SOUTHWESTERN STATE  
COLLEGE, FLORIDA**

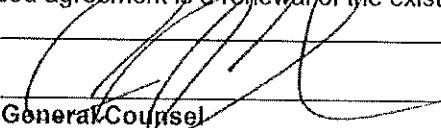

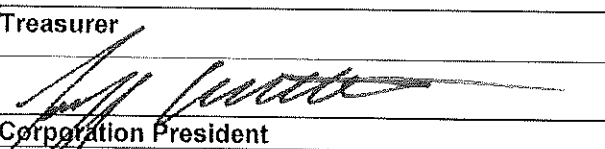
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By: Chris Cunningham  
As its: Board of Trustees Chairman

**FLORIDA SOUTHWESTERN STATE  
COLLEGE FINANCING CORPORATION**

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By: Dr. Jeffery S. Allbritten  
As its: President

<b>FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION</b> <b>Agenda Item Summary</b>	
Meeting Date: 3.21.23	
<b>1. Action Requested/Purpose:</b> Approval of the Renewal of the Personal Services Agreement for Resident Assistants, Housing Director And IT Support Services for Fiscal Year 2023-2024	
<b>2. Fiscal Impact</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>3. Funding Source:</b> General Operating                      Amount: \$128,000	
<b>4. Administration Recommendation:</b>  Approval of the Personal Services Agreement for Resident Assistants, Housing Director and IT Support Services for Fiscal Year 2023-2024.	
<b>5. Agenda Item Type:</b> <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	<b>8. Requirement/Purpose (Include Citation)</b> <input checked="" type="checkbox"/> Statute F.S. 1004.70 <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
<b>9. Background Information:</b>  Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. The attached proposed agreement is a renewal of the existing agreement	
<b>Requested By</b>	 _____ General Counsel
<b>Funding Verified</b>	 _____ Gina Doeble (Mar 9, 2023 14:05 EST) Treasurer
<b>Approved For Agenda</b>	 _____ Corporation President

**PERSONAL SERVICES AGREEMENT FOR RESIDENT ASSISTANTS,  
HOUSING DIRECTOR AND IT SUPPORT**

This Master Services Agreement (this "Agreement") is effective April 1, 2023, by and between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, and the **FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION** (the "Financing Corporation"), a not for profit corporation organized and existing under the laws of the State of Florida, a direct-support organization of the College pursuant to Section 1004.70, Florida Statutes.

**RECITALS**

**WHEREAS**, the Financing Corporation is a Direct Support Organization of the College as authorized and described in Section 1004.70, Florida Statutes;

**WHEREAS**, pursuant to Section 1004.70, Florida Statutes, the College has certified the Financing Corporation, as a Florida College System direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvement; (iii) manage and invest funds held by it; and (iv) any other proper activity of Florida Southwestern State College;

**WHEREAS**, Section 1004.70(3)(a), Florida Statutes, expressly authorizes the District Board of Trustees to permit the use of property, facilities, and personal services of the College by the College's direct-support organization, including the Financing Corporation;

**WHEREAS**, Section 1004.70(1)(b), Florida Statutes, states that personal services includes full-time or part-time personnel as well as payroll processing ("Personal Services");

**WHEREAS**, the Financing Corporation desires to contract with the College for the use of the Personal Services described below and the College wishes to accept such engagement, pursuant to the terms and conditions contained herein; and

**WHEREAS**, the parties entered into a ten year contract on December 21, 2017, which partially reimbursed the College for the salary of the Director, Housing and Resident Life and the parties now desire, by this agreement, to fully reimburse the College for the salary of the Director, Housing and Resident Life and also to reimburse the College for the costs of the Resident Assistants.

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1  
PROVISION OF  
SERVICES**

1.1 Provision of Services. The Financing Corporation hereby engages the College to provide the following Personal Services:

- A. Director, Housing and Resident Life:
- i. Provides management of the housing facilities including providing on-call duty responses, as necessary, during the evenings, weekends, holidays, and during inclement weather.
  - ii. Plans, directs and administers operational and fiscal activities for student housing. Provides leadership and direction in the management of programmatic and educational efforts with students including, but not limited to, student conduct and problem-solving, crisis management, and student leadership development.
  - iii. Provides leadership in the implementation and enforcement of student disciplinary incidents including documenting all incidents and recommendations for appropriate action.
  - iv. Communicates to the appropriate personnel when incidents occur. Collaborates broadly with campus departments and the local community to create living/learning communities that shape environments which support student academic success and personal growth.
  - v. Oversees the management of daily operations of the housing program including, but not limited to, assignments and billing, purchasing, safety procedures, short and long range facility evaluation and planning, and the maintenance and currency of all College operating procedures relating to housing and residence life.
  - vi. Provides leadership and supervision to housing and residence life staff. Hires, supervises, trains, and evaluates assigned staff. Plans and conducts regular staff meetings. Ensures staff receives on-going, documented training on relevant areas.
  - vii. Closely monitors department expenditures; prepares comprehensive evaluations/reports of actual costs against budgeted costs, forecasting, and reconciliations.
  - viii. Develops training and in-service programs for Residence Life staff. Conducts regular staff meetings and student staff individual meetings.
  - ix. Develops operating procedures regarding the administration and implementation of departmental programs and services. Participates in strategic planning, including unit planning, for the expansion of services. Compiles data and prepares monthly and annual reports for the department as directed.
  - x. In collaboration with appropriate departments, develops and coordinates agreements for services relating to resident services; maintains and monitors contracts with vendors and ensures that purchasing guidelines are strictly adhered to.

Plans and organizes logistics of the housing department; establishes timelines and expected needs associated with services and expansion; establishes annual and projected major maintenance and repair priorities with the appropriate departments.

#### B. Resident Assistants:

Encourages a strong sense of community amongst the residents of LHC through informal day-to-day contact with residents and by planning, developing and implementing formal residential programming opportunities, activities, and meetings.

Becomes personally acquainted with each of their assigned residents, building strong relationships allowing for open communication. Works cooperatively with residents to ensure an environment that values individual differences and respects the rights and opinions of all residents through open communication.

Implements multiple programming opportunities for a positive residential experience for students living on campus on a per semester basis and in conjunction with the established programming model.

Presents a positive attitude toward academic pursuits and ensures a wing/floor atmosphere conducive to academic success.

Adheres to all policies and procedures as defined in, but not limited to, the Residential Living Guide, RA Guidebook, Housing Contract, the FSW Student Code of Conduct and all College Operating Procedures.

Provides clarity and continuous communication to residents regarding policies and procedures and other important information by holding regular wing/floor meetings.

Assists residents in their adjustment to roommate and community living. Mediates roommate conflicts as necessary and directed. Recognizes the need and elevates issues to the next level supervisor if needed.

Promotes student welfare and personal safety through familiarization with all life safety equipment, conducting scheduled monthly health and safety checks, reporting any and all safety hazards to appropriate personnel and attending health and safety procedure trainings. Assists in the handling emergency situations (i.e., fire, health, safety) if needed.

Enforces residential policies and reports violations, campus issues and/or student concerns to appropriate personnel. Gathers facts and documents all incidents impacting the smooth operation of the residence hall.

Designs and updates bulletin boards for assigned wing/floor on a monthly basis. Bulletin board content should inform residents of important dates, events and encourage participation in College activities.

Completes required documentation, including, but not limited to, maintenance work orders,

incident reports, behavioral reports, check-in/check-out forms, overnight guest request forms, programming advertisements, attendance sheets and programming wrap-ups as required.

**C. Network Technician - Wireless:**

- i. Provides primary support for the wireless network in FSW student housing as well as Tier 1 and 2 network support for student residents.
- ii. Successfully installs and terminates various network cabling and equipment (switches, UPS's, access points, VoIP and SIP devices) to manufacturer, industry, or FSW standards.
- iii. Effectively uses and maintains tools and equipment necessary for wireless network and infrastructure installation and maintenance.
- iv. Troubleshoots layer 1 and 2 network issues and collaborates with other network, application, and desktop staff accordingly. Provides additional Tier 1 network support for FSW-IT Help Desk customers, Active Directory and VoIP move add change.
- v. Completes regular network closet maintenance and provides reports of physical equipment and facility status at the Fort Myers campus.
- vi. Assists with campus MDF and Data Center maintenance and installations.
- vii. Maintains current knowledge of industry standard best practices for wireless technology and network cabling installations.
- viii. Monitors essential network activities, such as network latency, and works with the network team to resolve network issues. Recommends improvements for the College network.

**1.2 Termination of Services.** College may at any time immediately terminate this Agreement or withhold Personal Services in the event of breach by the Financing Corporation of any of the terms of this Personal Services Agreement or upon the occurrence of any of the events set forth in Article 7. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

**1.3 Right of Supervision and Control.** The College shall have sufficient authority so as to maintain a right of direction and control over employees providing Personal Services, and shall retain authority to hire, terminate, discipline and reassign employees. The Financing Corporation shall, however, retain such sufficient direction and control over employees performing Personal Services as is necessary to conduct the Financing Corporation's business and without which the Financing Corporation would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Financing Corporation.

**ARTICLE  
2 TERM**

2.1. Term. The Term of this Agreement shall commence as of April 1, 2023, (the "**Effective Date**") and shall expire on March 31, 2024.

**ARTICLE 3 PAYMENT OF WAGES  
AND BENEFITS**

3.1 Payment of Wages. The Financing Corporation also represents and warrants that all wages paid to any employee are to be paid by College and that any such employees will receive no additional wages in any form from the Financing Corporation. The Financing Corporation agrees it will be solely responsible for damages of any nature arising out of the Financing Corporation's failure to report to College the payment to an employee of any remuneration for services rendered for the College. The College assumes responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims) and tax obligations for any individuals who are performing Personal Services pursuant to this Agreement.

3.2 Claims. Should any claims, demands, suits or other legal proceedings be threatened in writing or instituted by any person against the College or the Financing Corporation with relating in any way to the Personal Services provided hereunder, the recipient of notice of such claim, demand, suit or other legal proceeding shall give each of the other parties to this Agreement prompt notice and all pertinent information and reasonable assistance in the defense or other disposition thereof. The College and the Financing Corporation shall promptly investigate all alleged accidents and/or alleged claims for damages relating in any way to the Personal Services provided hereunder.

3.3 Financing Corporation's Liability. Notwithstanding anything to the contrary herein contained, any claim based on or in respect of any liability of the Financing Corporation for (i) any payment hereunder or (ii) the performance of any other covenant, agreement, term or condition contained herein shall be paid solely out of, and enforced only against, the System Revenues (as such term is defined in the Bond Documents), if any, to the extent available to the Financing Corporation pursuant to the Bond Documents or from other cash balances within accounts maintained by the of the Financing Corporation and, in either case, not from or against any other assets, properties or funds of Financing Corporation or against any assets, properties or funds of any member, director, official, officer, employee, successor, assign or agent of Financing Corporation. The College agrees not to seek to obtain a money judgment against Financing Corporation, or against any officer, member, official, director, employee or agent of Financing Corporation or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns.

**ARTICLE 4 WORKERS'  
COMPENSATION**

4.1 Workers' Compensation. The College shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for its



employees who may provide Personal Services, either on a part-time or full-time basis.

## **ARTICLE 5 COMPENSATION OF COLLEGE**

5.1 Compensation. In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$128,000 per year which shall be paid no later than thirty days after the close of the Financing Corporation's fiscal year on March 31, 2024.

## **ARTICLE 6 INSURANCE REQUIREMENTS**

6.1 Insurance. During the term of this Agreement, the College or the Financing Corporation shall procure and maintain in full force and effect the insurance as determined by the Financing Corporation to be required to comply with the requirements of the Bond Documents and the Ground Lease and, shall name both the College and the Financing Corporation as additional insureds.

## **ARTICLE 7 DEFAULT AND TERMINATION**

7.1 The Financing Corporation's Default. The Financing Corporation shall be in default hereunder (i) should the Financing Corporation fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the Financing Corporation, (iii) should the Financing Corporation engage in any fraud, misappropriation, embezzlement or in any willful misconduct in violation of this Agreement, or (iv) should the Financing Corporation fail to timely provide its consent or approval as required hereunder.

7.2 The College's Default. The College shall be in default hereunder (i) should the College fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the College, (iii) should the College engage in any fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority in this Agreement, (iv) should the College fail to maintain all licenses and permits necessary for the College to discharge its duties under this Agreement, or (v) should the College fail to make any payments or to provide the funds required hereunder.

7.3 Termination for Cause. If any party defaults and continues such default for more than thirty (30) days after a reasonably detailed default notice from one of the other parties hereto, then notwithstanding any contrary provision of this Agreement, such other party shall have the right, in addition to all other rights and remedies, to terminate this Agreement by giving a termination notice to the defaulting party; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such 30-day period, then the defaulting party shall have such additional time as is reasonably required to cure such failure provided such defaulting party commences to cure such failure within such 30-day period and proceeds to prosecute such cure with diligence and continuity, and such cure is complete within an additional thirty (30) days; and further provided, however, that such additional thirty-day period shall not apply to defaults based on the failure to timely pay any funds due hereunder or to timely grant or withhold approvals or consents required hereunder.

7.4 Other Terminations. This Agreement shall also terminate upon any termination of the Ground Lease, or upon any total casualty or condemnation of the Property after which the Property is not restored in a manner consistent with the condition and capacity prior to the casualty or condemnation.

## **ARTICLES 8 MISCELLANEOUS**

8.1 Independent Contractor Status. It is the intention of the parties hereto that the Financing Corporation and the College shall be, and remain, independent contractors. The parties do not intend and nothing contained herein shall be deemed to create a partnership, cotenancy, joint venture or agency of any kind.

8.2 No Third-Party Beneficiary. The provisions of this Agreement are not entitled to benefit any person who is not a party to this Agreement.

8.3 No Assignment. Neither the College nor the Financing Corporation shall assign or pledge any of their respective rights, duties or obligations under this Agreement without the consent of all parties to this Agreement.

8.4 Complete Agreement. This Personal Service Agreement, including all Exhibits as they now exist or as they may be added from time to time, is a complete and exclusive statement of the terms of the agreement between the Financing Corporation and the College related to the provision of Personal Services with respect to the Property and supersedes and replaces any and all previous communications and understandings between the parties relating to the subject matter hereof.

8.5 Modification. This Agreement may be effectively modified, changed or amended only by a writing signed by all of the parties hereto, which consent shall not be unreasonably withheld, delayed or conditioned.

8.6 Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

8.7 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

8.8 Governing Law. This Agreement shall be governed, construed and interpreted by the laws of the State of Florida.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date and year first written above:

**DISTRICT BOARD OF TRUSTEES  
OF FLORIDA SOUTHWESTERN  
STATE COLLEGE, FLORIDA**

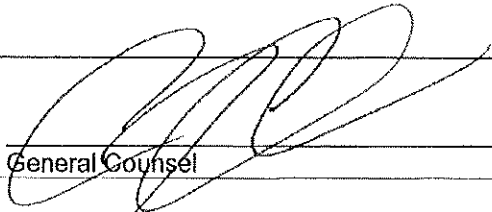

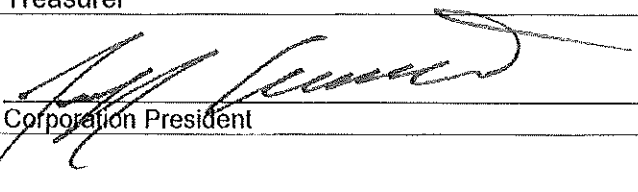
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By: Chris Cunningham  
As its: Board of Trustees Chairman

**FLORIDA SOUTHWESTERN STATE  
COLLEGE FINANCING  
CORPORATION**

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By: Dr. Jeffery S. Allbritten  
As its: President

<b>FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION</b> <b>Agenda Item Summary</b> Meeting Date: 3.21.23	
<p><b>1. Action Requested/Purpose:</b> Approval of the Renewal of the Lease Back Agreements for the Florida SouthWestern Collegiate High Schools.</p>	
<p><b>2. Fiscal Impact</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p>	
<p><b>3. Funding Source:</b>    Amount: \$ 400,000</p>	
<p><b>4. Administration Recommendation:</b> It is recommended that the Board of Directors approve the renewal of the leases for the Florida SouthWestern Collegiate High Schools located on the Lee and Charlotte County Campuses.</p>	
<p><b>5. Agenda Item Type:</b></p> <p><input checked="" type="checkbox"/> Action Item</p> <p><input type="checkbox"/> Consent Agenda</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Board Requested Information/Report</p>	<p><b>8. Requirement/Purpose (Include Citation)</b></p> <p><input type="checkbox"/> Statute</p> <p><input type="checkbox"/> Administrative Code</p> <p><input type="checkbox"/> Other</p>
<p><b>9. Background Information:</b></p> <p>The Florida SouthWestern College Financing Corporation will enter into a five year master lease agreement with FSW for the facilities used by Florida SouthWestern Collegiate High Schools on Lee and Charlotte Campuses. In turn, the FSW Financing Corp leases the facilities back to the College on an annual basis. The attached proposed agreements are a renewal of the existing leases agreements for use by the FSW Collegiate High Schools for an annual rent of \$200,000.00 for each FSW Collegiate High School location (\$400,000 per year total).</p>	
<p><b>Requested By</b></p>	 _____ General Counsel
<p><b>Funding Verified</b></p>	 _____ Gina Doebler (Mar 9, 2023 14:05 EST) Treasurer
<p><b>Approved For Agenda</b></p>	 _____ Corporation President

**LEASE AGREEMENT  
FLORIDA SOUTHWESTERN STATE COLLEGE AND  
FLORIDA SOUTHWESTERN COLLEGIATE HIGH SCHOOL  
LEE CAMPUS**

**THIS LEASE AGREEMENT** (this “Lease”) is effective as of the 1<sup>st</sup> day of July, 2023, by and between the Florida SouthWestern State College Financing Corporation, whose mailing address is 8099 College Parkway, Fort Myers, Florida 33919 (“FSWSCFC”) and District Board of Trustees of Florida SouthWestern State College, Florida on behalf of the Florida SouthWestern Collegiate High School, Lee Campus, a charter school established under the laws of the State of Florida, whose mailing address is 8099 College Parkway, Building T, Fort Myers, Florida, 33919, (the “Charter School”).

**WITNESSETH:**

**WHEREAS**, the Charter School is a charter school established in accordance with Section 1002.33, Florida Statutes, with the mission of providing high school level students with the opportunity to simultaneously earn a high school diploma and an associate of arts degree; and

**WHEREAS**, FSWSCFC desires to lease to the Charter School, and the Charter School desires to lease from FSWSCFC, on such terms and conditions as are set forth in this Lease, a certain portion of the premises located at 8099 College Parkway, Fort Myers, Florida, 33919 (the “Lee Campus”), as is more particularly described in Section 2 of this Lease (the “Leased Premises”); and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereby made, and other good and valuable consideration the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Leased Premises. FSWSCFC hereby leases to the Charter School, and the Charter School does hereby lease from FSWSCFC, all of Building “T” on the Lee County Campus of Florida SouthWestern State College, consisting of approximately, consisting of approximately 25,140 gross square feet of leased space, inclusive of the building and covered walkways, of leased space, which shall be referred to as the “Leased Premises.” The leased space with Building T shall be utilized by the Charter School as the classroom center.
3. Term. The term of this Lease shall be for a period of approximately one (1) year (the “Term”), commencing on July 1, 2023 (the “Commencement Date”), and terminating on June 30, 2024 (the “Termination Date”). In the event the Charter School’s charter is terminated or not renewed during the Term of this Lease, this Lease shall automatically terminate, and the Charter School shall pay all outstanding sums due and payable to FSWSCFC pursuant to this Lease.

4. Base Rent. The Charter School shall pay to FSWSCFC base rent for the Leased Premises during the Term in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000) (the "Base Rent"). The Base Rent shall be payable in equal quarterly payments, unless agreed otherwise by the parties.
5. Maintenance. Charter School shall provide the following at the Leased Premises: (i) utilities, including but not limited to electrical, heating, ventilation and air conditioning, water, garbage and sewer; (ii) custodial services; (iii) maintenance of the roof, exterior walls and structural systems; and (iv) other miscellaneous services at the College's discretion, such as landscaping.
6. Use. The Leased Premises shall be used and occupied by the Charter School for educational and administrative purposes consistent with the Charter School's charter, for classroom instruction for students attending Florida SouthWestern State College, and for no other purposes. All use of the Leased Premises shall be in compliance with all Laws. For purposes of this Lease, "Laws" shall mean all applicable present and future (i) federal, state and local laws, statutes, ordinances, rules, regulations and codes, and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the laws of the State of Florida; and (iv) rules, regulations and orders or quasi-official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
7. Hours of Use. Unless otherwise agreed to by FSWSCFC, the Charter School shall have exclusive use Building T daily from 6:45 a.m. through 4:30 p.m.
8. Alterations to the Leased Premises. The Charter School shall not, without the prior written consent of FSWSCFC, make any material changes or alterations, additions or improvements in or about the Leased Premises. Any alterations shall be made in compliance with the Florida State Requirements for Educational Facilities, the Florida Building Code, the Florida Fire Prevention Code and the Americans with Disabilities Act.
9. No Further Encumbrances. The Charter School shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the Florida SouthWestern State College and FSWSCFC harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, material men and vendors in connection with any work performed upon the Leased Premises by or on behalf of the Charter School.
10. Default. Default by the Charter School. "Default" shall be the occurrence of any one or more of the following events which shall permit FSWSCFC, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises.

- a. The Charter School's failure to pay any sums payable to FSWSCFC which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
- b. The Charter School's abandonment or vacation of the Leased Premises.
- c. The Charter School's voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of FSWSCFC.
- d. The Charter School's material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by FSWSCFC to the Charter School of such breach.
- e. The termination or non-renewal of the Charter School's charter.
- f. Use of the Leased Premises by the Charter School other than as specified in Section 6 or in non-compliance therewith.
- g. The Charter School's encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in Section 9 above.

11. Assignment. The Charter School shall not have the right to assign, sublease or otherwise dispose of this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of FSWSCFC, which consent may be withheld in the sole discretion of FSWSCFC.
12. Taxes. The Charter School shall be responsible for and shall pay before delinquency any applicable municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by the Charter School. The Charter School shall pay all applicable fees and taxes, if any, levied on the Leased Premises or the contents thereof including but not limited to sales taxes, and property taxes and provide notice to FSWSCFC of the payment of the same.
13. Third Party Clause. This Lease is for the sole benefit of the Charter School and FSWSCFC and not for any third party. The Charter School's sponsoring entity, the Lee County School Board, shall have no rights, title or interests in or to the Leased Premises. Except as expressly provided in this Lease, there are no third-party beneficiaries of this Lease. This Lease does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Lease and the obligations and legal duties imposed on any party by this Lease are owed exclusively to the other party or parties any are not owed to any party not a signatory to this Lease.

14. Discrimination. Neither FSWSCFC nor the Charter School will discriminate in its employment practices, provision of services to the Charter School or Charter School's students and the general public or otherwise on the basis of race, color, religion, age, sex, marital status or national origin nor will either discriminate against any qualified person with a disability. The parties agree that sexual harassment constitutes discrimination on the basis of sex.

15. Inspection and Access to Premises. FSWSCFC shall have the right to enter the Leased Premises at all times upon reasonable notice to the Charter School (except in the case of an emergency, in which case no prior notice need be given), to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as FSWSCFC may deem necessary or desirable at FSWSCFC's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of the Charter School, its officers, directors, agents, employees, contractors, invitees or licensees.

16. Casualty.

- a. If the Leased Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, FSWSCFC shall proceed with reasonable diligence to repair and restore the Leased Premises (exclusive of the Charter School's trade fixtures, signs, contents and personal property) to substantially the same condition as the Leased Premises were in immediately prior to the happening of the casualty. Provided, however, FSWSCFC is only obligated to repair or restore the premises to the extent that it has purchased insurance pursuant to a written agreement between it and the District Board of Trustees of Florida SouthWestern State College, Florida specifically requiring the purchase of such insurance and it shall not in any event be required to restore any portion of the Lee Campus which is not leased to the Charter School.
- b. Anything contained in Paragraph a., above, to the contrary notwithstanding, FSWSCFC may terminate this Lease and shall have no obligation to the Charter School to restore the Leased Premises in the event the Lease Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, if:
  - i. the fire or other casualty is caused by the acts, omissions or negligence of the Charter School, its officers, directors, employees, agents, contractors, or invitees;
  - ii. the Leased Premises are damaged in whole or in part as a result of a risk that is not covered by FSWSCFC's insurance policies;
  - iii. it has not been required to purchase such insurance pursuant to a written agreement between it and the District Board of Trustees of Florida SouthWestern State College, Florida or in the event that the insurance proceeds are inadequate to restore the Leased Premises to substantially the



same condition as the Leased Premises were in immediately prior to the happening of the casualty.

17. Notices. All notices given to the Charter School hereunder shall be forwarded to the Charter School at the following address, until FSWSCFC is notified otherwise:

Florida SouthWestern Collegiate High School  
Attn: Principal  
8099 College Parkway SW, Building T,  
Fort Myers, Florida, 33919

18. Construction of Lease. This Lease shall be governed by the laws of the State of Florida. Any changes to the applicable laws, which govern this Lease, will necessitate a change in the Lease terms and conditions, which may be effected thereby, at the time such changes may arise.
19. Loss; Damage; Injury; Defects. The Charter School may store its property in and shall occupy the Leased Premises at its own risk. FSWSCFC shall not be responsible or liable at any time for damage to the Charter School's merchandise, equipment, fixtures or other personal property or the Charter School's business regardless of the cause, unless the damage is due to FSWSCFC's negligence or wrongful act, or the negligence or wrongful act of any officer, director, employee, agent, contractor or invitee of FSWSCFC. FSWSCFC shall not be responsible or liable to the Charter School for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to FSWSCFC's negligence, wrongful act or failure to comply with this Lease, FSWSCFC shall not be liable for any defect in the Lee Campus, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of the Charter School or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Lee Campus, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Lee Campus.
20. Quiet Enjoyment. Subject to the terms and conditions of this Lease, FSWSCFC warrants and covenants that the Charter School shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
21. Severability. If any clause or provision of this Lease shall be adjusted invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

22. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
23. Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
24. Counterparts. This Lease may be executed in counterparts, both of which shall be effective only on delivery and thereafter shall be deemed an original, and both of which shall be taken to be one and same signature page.

**IN WITNESS WHEREOF** the parties set their hands and seals to the date set forth above.

**FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION**

BY: \_\_\_\_\_  
Jeffery S. Allbritten, D.A.  
As its: President

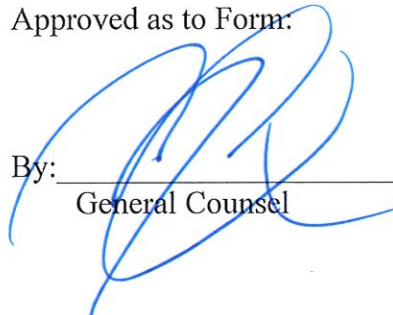
\_\_\_\_\_  
Date

**DISTRICT BOARD OF TRUSTEES OF  
FLORIDA SOUTHWESTERN STATE COLLEGE, FLORIDA  
ON BEHALF OF THE FLORIDA SOUTHWESTERN COLLEGIATE  
HIGH SCHOOL, LEE CAMPUS**

BY: \_\_\_\_\_  
Chris Cunningham  
As its: District Board of Trustees Chairman

\_\_\_\_\_  
Date

Approved as to Form:

  
By: \_\_\_\_\_  
General Counsel

**LEASE AGREEMENT  
FLORIDA SOUTHWESTERN STATE COLLEGE AND  
FSWSCFC COLLEGIATE HIGH SCHOOL  
CHARLOTTE CAMPUS**

**THIS LEASE AGREEMENT** (this “Lease”) is effective as of the 1<sup>st</sup> day of July, 2023, by and between the FSWSCFC State College Financing Corporation, whose mailing address is 8099 College Parkway, Fort Myers, Florida 33919 (“FSWSCFC”) and District Board of Trustees of Florida SouthWestern State College, Florida on behalf of Florida SouthWestern Collegiate High School, Charlotte Campus, a charter school established under the laws of the State of Florida, whose mailing address is 26300 Airport Road, Punta Gorda, Florida 33950 (the “Charter School”).

**WITNESSETH:**

**WHEREAS**, the Charter School is a charter school established in accordance with Section 1002.33, Florida Statutes, with the mission of providing high school level students with the opportunity to simultaneously earn a high school diploma and an associate of arts degree; and

**WHEREAS**, FSWSCFC desires to lease to the Charter School, and the Charter School desires to lease from FSWSCFC, on such terms and conditions as are set forth in this Lease, a portion of the College’s premises located at 26300 Airport Road, Punta Gorda, Florida 33950 (the “Charlotte Campus”), as is more particularly described in Section 2 of this Lease (the “Leased Premises”); and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereby made, and other good and valuable consideration the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Leased Premises. FSWSCFC hereby leases to the Charter School, and the Charter School does hereby lease from FSWSCFC, all of Building “K” on the Charlotte Campus of the Florida SouthWestern State College, consisting of approximately 22,361 gross square feet of leased space, inclusive of the building and covered walkways, which shall be referred to as the “Leased Premises”: Building K shall be utilized by the Charter School as a classroom center.
3. Term. The term of this Lease shall be for a period of approximately one (1) year (the “Term”), commencing on July 1, 2023 (the “Commencement Date”), and terminating on June 30, 2024 (the “Termination Date”). In the event the Charter School’s charter is terminated or not renewed during the Term of this Lease, this Lease shall automatically terminate, and the Charter School shall pay all outstanding sums due and payable to FSWSCFC pursuant to this Lease.
4. Base Rent. The Charter School shall pay to the College base rent for the Leased Premises during the Term in the amount of Two hundred Thousand and No/100 Dollars

(\$200,000.00) (the "Base Rent"). The Base Rent shall be payable in equal quarterly payments, unless agreed otherwise by the parties.

5. Maintenance. Charter School shall provide the following at the Leased Premises: (i) utilities, including but not limited to electrical, heating, ventilation and air conditioning, water, garbage and sewer; (ii) custodial services; (iii) maintenance of the roof, exterior walls and structural systems; and (iv) other miscellaneous services at the College's discretion, such as landscaping.
6. Use. The Leased Premises shall be used and occupied by the Charter School for educational and administrative purposes consistent with the Charter School's charter, and for no other purposes. All use of the Leased Premises shall be in compliance with all Laws. For purposes of this Lease, "Laws" shall mean all applicable present and future (i) federal, state and local laws, statutes, ordinances, rules, regulations and codes, and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the laws of the State of Florida; and (iv) rules, regulations and orders or quasi-official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
7. Hours of Use. Unless otherwise agreed to by FSWSCFC, the Charter School shall have exclusive use Building K daily from 6:45 a.m. through 5:00 p.m. The remainder of the Leased Premises shall be utilized by the Charter School as mutually agreed by FSWSCFC and Charter School.
8. Alterations to the Leased Premises. The Charter School shall not, without the prior written consent of FSWSCFC, make any material changes or alterations, additions or improvements in or about the Leased Premises. Any alterations shall be made in compliance with the Florida State Requirements for Educational Facilities, the Florida Building Code, the Florida Fire Prevention Code and the Americans with Disabilities Act.
9. No Further Encumbrances. The Charter School shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the Florida SouthWestern State College and FSWSCFC harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, material men and vendors in connection with any work performed upon the Leased Premises by or on behalf of the Charter School.
10. Default. Default by the Charter School. "Default" shall be the occurrence of any one or more of the following events which shall permit FSWSCFC, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises.
  - a. The Charter School's failure to pay any sums payable to FSWFC which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.

- b. The Charter School's abandonment or vacation of the Leased Premises.
  - c. The Charter School's voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of FSWFC.
  - d. The Charter School's material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by FSWFC to the Charter School of such breach.
  - e. The termination or non-renewal of the Charter School's charter.
  - f. Use of the Leased Premises by the Charter School other than as specified in Section 6 or in non-compliance therewith.
  - g. The Charter School's encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in Section 9 above.
11. Assignment. The Charter School shall not have the right to assign, sublease or otherwise dispose of this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of FSWFC, which consent may be withheld in the sole discretion of FSWFC.
12. Taxes. The Charter School shall be responsible for and shall pay before delinquency any applicable municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by the Charter School. The Charter School shall pay all applicable fees and taxes, if any, levied on the Leased Premises or the contents thereof including but not limited to sales taxes, and property taxes and provide notice to FSWFC of the payment of the same.
13. Third Party Clause. This Lease is for the sole benefit of the Charter School and FSWFC and not for any third party. The Charter School's sponsoring entity, the Charlotte County School Board, shall have no rights, title or interests in or to the Leased Premises. Except as expressly provided in this Lease, there are no third-party beneficiaries of this Lease. This Lease does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Lease and the obligations and legal duties imposed on any party by this Lease are owed exclusively to the other party or parties any are not owed to any party not a signatory to this Lease.
14. Discrimination. Neither FSWFC nor the Charter School will discriminate in its employment practices, provision of services to the Charter School or Charter School's students and the general public or otherwise on the basis of race, color, religion, age, sex, marital status or national origin nor will either discriminate against any qualified person

with a disability. The parties agree that sexual harassment constitutes discrimination on the basis of sex.

15. Inspection and Access to Premises. FSWFC shall have the right to enter the Leased Premises at all times upon reasonable notice to the Charter School (except in the case of an emergency, in which case no prior notice need be given), to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as FSWFC may deem necessary or desirable at FSWFC's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of the Charter School, its officers, directors, agents, employees, contractors, invitees or licensees.

16. Casualty.

- a. If the Leased Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, FSWFC shall proceed with reasonable diligence to repair and restore the Leased Premises (exclusive of the Charter School's trade fixtures, signs, contents and personal property) to substantially the same condition as the Leased Premises were in immediately prior to the happening of the casualty. Provided, however, FSWFC is only obligated to repair or restore the premises to the extent that it has purchased insurance pursuant to a written agreement between it and the District Board of Trustees of Florida SouthWestern State College, Florida specifically requiring the purchase of such insurance and it shall not in any event be required to restore any portion of the Lee Campus which is not leased to the Charter School.
- b. Anything contained in Paragraph a., above, to the contrary notwithstanding, FSWFC may terminate this Lease and shall have no obligation to the Charter School to restore the Leased Premises in the event the Lease Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, if:
  - i. the fire or other casualty is caused by the acts, omissions or negligence of the Charter School, its officers, directors, employees, agents, contractors, or invitees;
  - ii. the Leased Premises are damaged in whole or in part as a result of a risk that is not covered by FSWFC's insurance policies;
  - iii. it has not been required to purchase such insurance pursuant to a written agreement between it and the District Board of Trustees of Florida SouthWestern State College, Florida or in the event that the insurance proceeds are inadequate to restore the Leased Premises to substantially the same condition as the Leased Premises were in immediately prior to the happening of the casualty.

17. Notices. All notices given to the Charter School hereunder shall be forwarded to the Charter School at the following address, until FSWFC is notified otherwise:

Florida SouthWestern Collegiate High School- Charlotte Campus  
Attn: Principal  
26300 Airport Road  
Punta Gorda, Florida 33950

18. Construction of Lease. This Lease shall be governed by the laws of the State of Florida. Any changes to the applicable laws, which govern this Lease, will necessitate a change in the Lease terms and conditions, which may be effected thereby, at the time such changes may arise.
19. Loss; Damage; Injury; Defects. The Charter School may store its property in and shall occupy the Leased Premises at its own risk. FSWFC shall not be responsible or liable at any time for damage to the Charter School's merchandise, equipment, fixtures or other personal property or the Charter School's business regardless of the cause, unless the damage is due to FSWFC's negligence or wrongful act, or the negligence or wrongful act of any officer, director, employee, agent, contractor or invitee of FSWFC. FSWFC shall not be responsible or liable to the Charter School for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to FSWFC's negligence, wrongful act or failure to comply with this Lease, FSWFC shall not be liable for any defect in the Charlotte Campus, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of the Charter School or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Charlotte Campus, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Charlotte Campus.
20. Quiet Enjoyment. Subject to the terms and conditions of this Lease, FSWFC warrants and covenants that the Charter School shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
21. Severability. If any clause or provision of this Lease shall be adjusted invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
22. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
23. Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

24. Counterparts. This Lease may be executed in counterparts, both of which shall be effective only on delivery and thereafter shall be deemed an original, and both of which shall be taken to be one and same signature page.

**IN WITNESS WHEREOF** the parties set their hands and seals to the date set forth above.

**FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION**

BY: \_\_\_\_\_  
Jeffery S. Allbritten, D.A.  
As its: President

**DISTRICT BOARD OF TRUSTEES OF  
FLORIDA SOUTHWESTERN STATE COLLEGE, FLORIDA  
ON BEHALF OF THE FLORIDA SOUTHWESTERN COLLEGIATE  
HIGH SCHOOL, CHARLOTTE CAMPUS**

BY: \_\_\_\_\_  
Chris Cunningham  
As its: District Board of Trustees Chairman

Approved as to Form:

By: \_\_\_\_\_  
General Counsel





<b>Florida SouthWestern State College Financing Corporation</b> <b>Agenda Item Summary</b>	
Meeting Date: 3/21/2023	
<p>1. Title: 2023-24 Budget</p> <p>2. Action Requested/Purpose: Adoption of the 2023-2024 Budget</p> <p>3. Fiscal Impact:    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>4. Funding Source:                      Amount: \$</p> <p style="margin-left: 40px;"><b>Administration Recommendation:</b> It is recommended that the Board approve the attached budget for the fiscal year 2024.</p>	
<p>5. Agenda Item Type:</p> <p><input checked="" type="checkbox"/> Action Item  <input type="checkbox"/> Consent Agenda  <input type="checkbox"/> Information Only  <input type="checkbox"/> Board Requested Information/Report</p>	<p>6. Requirement/Purpose (Include Citation)</p> <p><input checked="" type="checkbox"/> Statute 1004.70  <input type="checkbox"/> Administrative Code  <input type="checkbox"/> Other</p>
<p>7. The attached budget of the Financing Corporation includes the General Operating Budget, Housing Budget, and Capital Reserve Budget for the period April 1, 2023 – March 31, 2024.</p>	
<p>Requested by:</p>	<p><u><i>Kathleen Porter</i></u>  <a href="#">Kathleen Porter (Mar 8, 2023 10:40 EST)</a>                      Director, Finance &amp; Accounting</p>
<p>Funding Verified by:</p>	<p><u><i>Gina Dooble</i></u>  <a href="#">Gina Dooble (Mar 8, 2023 10:51 EST)</a>                      Corporation Treasurer - VP of Operations, CFO</p>
<p>Approved for Agenda by:</p>	<p>                      Corporation President</p>

# 2023-2024

Florida SouthWestern State College  
Financing Corporation Inc.

## Annual Budget

Board of Directors Meeting, March 21, 2023



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Board of Directors and Executive Officers

Jeffery Allbritten – Corporation President

Gina Doeble – Treasurer

Joe Coleman – Secretary

Tristan “Tris” Chapman

Robert “Bob” Jones

Mary Lee Mann

John Noland – Vice Chair

Randall T. Parrish, Jr. - Chair

Sankey “Eddie” Webb, III

**District Board of Trustee Policy  
(BOT)**



**Policy Title:** Florida SouthWestern State College Financing Corporation

**Policy Number:** 6Hx6:1.05

**Specific Authority:**

Florida Statute 1001.64; 1004.70  
Florida Administrative Code

**Policy Approved:** 11/27/07; 02/18/09; 02/28/12; 11/18/14

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**Policy:**

Pursuant to Section 1004.70, FS, the Florida SouthWestern State College District Board of Trustees has certified Florida SouthWestern State College Financing Corporation ("Financing Corporation"), as a community college direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvements; (iii) manage and invest funds held by it; (iv) any other proper activity of Florida SouthWestern State College.

The President of the College is authorized to implement the Board's procedures and guidelines to allow the Financing Corporation the use of property, facilities and personal services pursuant to the provisions of Section 1004.70, FS, as may be amended. In order to use such property, facilities and personal services, the Financing Corporation shall:

1. Maintain exemption from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code.
2. Maintain bylaws which provide that (i) the College District President or his or her designee and (ii) a designee of the Chairman of the District Board of Trustees, will serve as members of the board of Directors and the Executive Committee of the Financing Corporation.
3. Employ an independent auditing firm, and submit (i) annual audited financial statements and management letters, (ii) a copy of the Financing corporation's Form 1023 Application for Recognition of Exemption filed with the IRS and (iii) annual Form 990's as filed with the IRS, to the District Board of Trustees and the President of the College.
4. Submit an annual budget to the District Board of Trustees.
5. Provide in its By-Laws that the President of the Financing Corporation shall be appointed by, and shall be responsible to, the President of Florida SouthWestern State College.

6. Adopt and maintain an investment policy as approved by the District Board of Trustees.
7. Operate in accordance with Section 286.011, Florida Statutes (the Sunshine Law).
8. Operate in a manner consistent with the mission of Florida SouthWestern State College and the goals of the Florida College System institution and in the best interest of the state.
9. Not undertake any activity or enter into any transaction or contract that creates any liability for the College, without advance written approval by the President of College.

### General Operating Budget

<u>Revenue</u>	FY24 Budget	Revised FY23 Budget	Difference	% Change
Bandwidth Lease	\$ -	\$ 29,888	\$ (29,888)	-100.0%
High School Lease Revenue	400,000	375,000	25,000	6.7%
Investment Income	112,000	105,060	6,940	6.6%
Transfer In - Broadband Sale	-	6,333,000	(6,333,000)	-100.0%
Transfer In - Baseball Softball Field		869,367		
<b>Total Revenue</b>	<b>\$ 512,000</b>	<b>\$ 7,712,315</b>	<b>\$ (6,330,948)</b>	<b>-82.1%</b>
<u>Expense</u>				
General Operating Expenses	\$ 52,000	\$ 39,525	\$ 12,475	31.6%
Insurance	186,000	161,620	24,380	15.1%
Contract Services	130,000	130,000	0	0.0%
Transfer Out - Baseball - Softball Field	-	3,900,000	(3,900,000)	-100.0%
Contingency	100,000	100,000	0	0.0%
<b>Total Expense</b>	<b>\$ 468,000</b>	<b>\$ 4,331,145</b>	<b>\$ (3,863,145)</b>	<b>-89.2%</b>
<b>Net Profit/(Loss)</b>	<b>\$ 44,000</b>	<b>\$ 3,381,170</b>	<b>\$ (2,467,803)</b>	<b>7.1%</b>

**General Operating - Fund Balance Projection for FY24:**

Current Fund Balance (Approx):	\$ 10,454,933
(+) Projected Revenue:	512,000
(-) Projected Budgeted Expense:	(468,000)
<b>(=) Ending Fund Balance FY24:</b>	<b>\$ 10,498,933</b>

**The \$10,454,933 Includes:**  
 \$1.64M in checking account  
 \$7.32M in investment  
 \$1.49M from Wrinkler Property Sale

### Student Housing Budget

<u>Revenue</u>	FY24 Budget	FY23 Budget	Difference	% Change
Rent Revenue	\$ 2,654,000	\$ 2,576,210	\$ 77,790	3.0%
Resident Activity Fee	32,000	31,000	1,000	3.2%
Fines & Penalties	14,000	12,000	2,000	16.7%
Collection Fees	23,000	23,000	-	0.0%
Deposits Forfeited	11,000	13,000	(2,000)	-15.4%
Application Fees	44,000	41,000	3,000	7.3%
Cleaning Fees	40,000	39,000	1,000	2.6%
Fund Balance - Residence Activity	31,000	26,000	5,000	19.2%
Fund Balance - Housing	1,000,000	-	1,000,000	100.0%
<b>Total Revenue</b>	<b>\$ 3,849,000</b>	<b>\$ 2,761,210</b>	<b>\$ 1,087,790</b>	<b>39.4%</b>
<b><u>Expense</u></b>				
<b>General Expense</b>				
Travel	\$ 4,000	\$ 4,000	\$ -	0.0%
Data & Other Communication Services	24,000	24,000	-	0.0%
Rentals	3,000	2,760	240	8.7%
Professional Development/Others	11,700	5,800	5,900	101.7%
Utilities	270,000	246,720	23,280	9.4%
Resident Activities	29,000	33,000	(4,000)	-12.1%
Repairs & Maintenance	366,700	333,500	33,200	10.0%
Contract Services	310,800	301,860	8,940	3.0%
Bad Debt Expense	12,000	20,000	(8,000)	-40.0%
<b>Expense Before Contingency and Reserve:</b>	<b>\$ 1,031,200</b>	<b>\$ 971,640</b>	<b>\$ 59,560</b>	<b>6.1%</b>
Contingency	100,000	197,570	(97,570)	-49.4%
Capital Reserve	1,325,800	200,000	1,125,800	562.9%
<b>Total Expense</b>	<b>\$ 2,457,000</b>	<b>\$ 1,369,210</b>	<b>\$ 1,087,790</b>	<b>79.4%</b>
<b>Debt Service</b>				
Principal	\$ 839,000	\$ 812,000	\$ 27,000	3.3%
Interest	553,000	580,000	(27,000)	-4.7%
<b>Total Debt Service:</b>	<b>\$ 1,392,000</b>	<b>\$ 1,392,000</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Total Operating &amp; Debt Service Expense:</b>	<b>\$ 3,849,000</b>	<b>\$ 2,761,210</b>	<b>\$ 1,087,790</b>	<b>39.4%</b>
<b>Net Profit/(Loss)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Housing - Fund Balance Projection for FY24:**

Current Fund Balance (Approx):	\$ 3,217,065
(+) Projected Revenue:	2,818,000
(-) Projected Budgeted Expense:	(3,849,000)
<b>(=) Ending Fund Balance FY24:</b>	<b>\$ 2,186,065</b>



FSW State College Financing Corp.  
 Student Housing Budget - Available Beds & Revenue Comparison.

	1 Bed 1 Bath	1	(Coordinator-Housing & Residence Life)		
	2 Bed 2 Bath	84			
	4 Bed 2 Bath	320			
	<b>Total Beds</b>	<b>405</b>			
	1 Bed 1 Bath/ not rentable	-1	reserved for Coordinator-Housing & Res.Life		
	2 Bed 2 Bath/ not rentable	-10	reserved for RA's and FSW Staff		
	4 Bed 2 Bath/ not rentable	-4	reserved for Residence Life Specialist		
	<b>Total Non-rentable Beds</b>	<b>-15</b>			
	1 Bed 1 Bath Available for Lease	0			
	2 Bed 2 Bath Available for Lease	74			
	4 Bed 2 Bath Available for Lease	316			
	<b>Total Rentable Beds</b>	<b>390</b>			
<b>Rates</b>					
<b>FY24 Fee</b>	<b>Summer</b>	<b>Fall/Spring</b>	<b>Summer 20%</b>	<b>Fall 97%</b>	<b>Spring 97%</b>
2 Bed 2 Bath	\$2,520	\$3,530	\$37,296	\$253,383	\$253,383
4 Bed 2 Bath	\$2,352	\$3,200	\$148,646	\$980,864	\$980,864
<b>Resident Activity Fee:</b>	<b>\$40</b>				
<b>Resident Cleaning Fee:</b>	<b>\$50</b>				

Projected Rentals		Occupancy Rate					
		20.00%		97.00%		97.00%	
		Summer Semester		Fall Semester		Spring	
	Beds	% Leased	Beds	% Leased	Beds	% Leased	
2 Bed 2 Bath	15	20.0%	72	97.0%	72	97.0%	
4 Bed 2 Bath	63	20.0%	307	97.0%	307	97.0%	
<b>Total</b>	<b>78</b>	<b>20.0%</b>	<b>378</b>	<b>97.0%</b>	<b>378</b>	<b>97.0%</b>	

FY24 Revenue Breakdown

<u>Revenue</u>	
Rent Revenue	
Summer	\$185,942
Fall	\$1,234,247
Spring	\$1,234,247
<b>Total Revenue</b>	<b>2,654,437</b>

2023-2024 STUDENT HOUSING ASSESSEABLE FEES

<b>Room Rates (per person, per semester-Fall &amp; Spring) *</b>	
\$ 3,530.00	Double Suite (2 Bed – 2 Bath)
\$ 3,200.00	Quad Suite (4 Bed – 2 Bath)
	*Housing Contract is for entire AY (Fall and Spring) if assigned Fall
<b>Administrative and Other Fees</b>	
\$ 50.00	Non-Refundable Application Fee (per academic year)
\$ 200.00	Non-Refundable Housing Deposit (per academic year)
\$ 40.00	Resident Activity Fee (per semester)
\$ 50.00	Resident Cleaning Fee (per semester)
\$ 500.00	Contract Cancellation Fee from Fall to Spring (if received by Friday, November 17, 2023)
50% of Assigned Housing Room Rate	Contract Cancellation Fee from Fall to Spring (if received after Friday, November 17, 2023)
\$ 50.00	Room Change Fee
\$ 100.00	Unapproved Room Change Fee
\$ 100.00	Improper/Late Checkout Fee (per day)
\$ 30.00	Non Returned Moving Cart Fee (per day)
\$ 30.00	Room Lockout (per occurrence after one grace lockout per semester)
<b>LHC Hallway/In Room Technology</b>	
\$ 650.00	Replacement of Wireless Access Points (suite or hallway)
\$ 250.00	Infrastructure Repair/Replacement (cabling, install, etc.)
<b>Cleaning Fees</b>	
\$ 300.00	Deep Clean Entire Unit
\$ 100.00	Deep Clean One Bedroom/One Bath
\$ 75.00	Clean Kitchen & Common Area
\$ 30.00	Clean Carpet – Cost is PER HOUR
\$ 50.00	Maintenance Labor PER HOUR (1 hour minimum)
\$ 1,580.58	Double Suite Bio Hazard/Deep Clean Entire Unit
\$ 2,146.95	Quad Suite Bio Hazard/Deep Clean Entire Unit
<b>HVAC &amp; Plumbing</b>	
\$ 75.00	Replace Broken Thermostat
PER ACTUAL COST	Hourly cost plumber to unclog drain due to improper use
<b>Bathroom Item Replacement Costs</b>	
\$ 20.00	Replace Shower Rod
\$ 25.00	Replace Shower Head
\$ 250.00	Replace Toilet
\$ 15.00	Replace Toilet Paper Holder
\$ 15.00	Replace Towel Rack
\$ 20.00	Replace Toilet Seat

2023-2024 STUDENT HOUSING ASSESSEABLE FEES

\$ 65.00	Replace Toilet Tank
\$ 15.00	Replace Cover for Light/Fan Fixture
\$ 100.00	Replace Complete Light and Fan Fixture
\$ 440.00	Replace Vanity Mirror
<b>Carpet &amp; Floors</b>	
\$ 150.00	Clean Tile Floors (strip and wax)
\$ 500.00	Replace Bedroom Carpet (single Bedroom)
\$ 500.00	Replace Living Room Carpet (single)
\$ 50.00	Shampoo Bedroom Carpet (single)
\$ 80.00	Shampoo Living Room Carpet (single)
\$ 100.00	Replace Cover Base (5 ft. or less)
\$ 100.00	Replace Cover Base (10 ft. or more)
PER ACTUAL COST	Replace Cover Base (10 ft. or more labor and materials)
<b>Interior Doors</b>	
\$ 275.00	Replace Interior Door (non-bedroom)
\$ 275.00	Replace Bedroom Door
\$ 65.00	Replace Door Handle – Bedroom
\$ 65.00	Replace Door Handle – Bathroom
\$ 10.00	Replace Peephole
\$ 275.00	Replace Louvre Door
\$ 500.00	Replace Suite Door
<b>Fire/Life Safety/Emergency Door Fines &amp; Equipment</b>	
\$ 25.00	Replace Smoke Detector
\$ 100.00	Replace Fire Extinguisher
\$ 75.00	Re-Charge Fire Extinguisher
\$ 50.00 + Emergency Clean-up	Replace Sprinkler Head
\$ 50.00	Replace Evacuation Map/Instructions
\$ 25.00	Panic Alarm – Rear Exterior Door
\$ 50.00	Panic Alarm – Fire Pull
\$ 75.00	Panic Alarm – Fire Pull (2 <sup>nd</sup> Offense)
<b>Furniture</b>	
\$ 75.00	Clean Sofa
\$ 50.00	Clean Arm Chair
\$ 80.00	Replace Bed Frame
\$ 75.00	Replace Bed Pegs
\$ 175.00	Replace Desk Chair
\$ 400.00	Replace Desk
\$ 250.00	Replace Dresser
\$ 3.00	Replace Desk/Dresser Handle
\$ 10.00	Replace Legs on Sofa/Armchairs (each)
\$ 50.00	Replace Mattress Cover
\$ 250.00	Replace Mattress

2023-2024 STUDENT HOUSING ASSESSEABLE FEES

\$ 220.00	Replace Black Cushion Bar Stools
\$ 250.00	Replace Single Cushion Arm Chair
\$ 450.00	Replace Two Cushion Love Seat
\$ 600.00	Replace Three Cushion Sofa
<b>Lights</b>	
\$ 10.00	Re-Secure Wall/Ceiling Light Fixture
\$ 30.00	Replace Wall/Ceiling Light Fixture
\$ 10.00	Replace Missing Compact Fluorescent Bulb
<b>Kitchen Items/Appliances</b>	
\$ 50.00	Clean Marker off Exterior of Refrigerator
\$ 35.00	Replace Dairy Compartment Cover in Refrigerator
\$ 125.00	Replace Garbage Disposal
\$ 300.00	Replace Kitchen Counter (per section)
\$ 125.00	Replace Microwave (counter top model)
\$ 30.00	Replace Oven Hood Exhaust Fan Motor
\$ 5.00	Replace Over Hood Gate
\$ 625.00	Replace Refrigerator
\$ 50.00	Replace Vegetable Drawer in Refrigerator
\$ 1,500.00	Replace Washer/Dryer
\$350.00	Cooktop replacement
<b>Locks/Keys/Access Cards*</b>	
\$ 80.00	Service Call
\$ 275.00	Bedroom & Bath Door Lock (Replacement Lock)
\$ 425.00	Suite Entry Door (Replacement Lock)
\$ 15.00	Bedroom Door Replacement Key (plus service call if spare not available)
\$ 15.00	Mailbox Replacement Key (plus service call if spare not available)
\$ 50.00	Re-Key either Bedroom or Suite Door Cylinders
\$ 50.00	Replace either Bedroom or Suite Entry Door Cylinder
\$ 400.00	Door Closure
	*Replace locks & keys to be charged service call plus 1 hour minimum and item being replaced
<b>Windows/Blinds</b>	
\$ 250.00 - \$600.00 (window size)	Replace Blinds (per set)
\$ 10.00	Replace Blind Wand
\$ 170.00	Replace Window Sill
<b>Miscellaneous Assessable Charges</b>	
\$ 100.00	Remove Personal Items Left in Bedroom/Bathroom/Kitchen/Common Areas

2023-2024 STUDENT HOUSING ASSESSEABLE FEES

\$ 5.00	Replace Outlet Cover
\$ 5.00	Replace Switch Cover
\$ 35.00	Removal of Adhesive Tape from Walls and Doors
\$ 50.00	Replace Apartment Number Sign
\$ 25.00	Replace Electrical Outlet
PER ACTUAL COST	Patch/Paint (cost per labor hour plus materials)
\$ 125.00	Paint Bedroom Door
\$ 350.00	Paint Walls & Ceiling Bedroom
\$ 125.00	Paint Bathroom
\$ 125.00	Paint Vanity Room (4 bedroom only)
\$ 350.00	Paint Common Area Walls & Ceiling
\$ 75.00	Paint Ceiling (touch-up)
\$ 75.00	Paint Closet Interior
\$ 75.00	Paint Door Frame
\$ 75.00	Paint Front Door (exterior)
\$ 75.00	Paint Front Door (interior)
\$ 75.00	Patch & Paint Small Hole
\$ 75.00	Patch & Paint Medium Hole
\$100.00	Patch & Paint Large Hole
\$ 25.00	Remove Nails, Patch Holes (Small Area)
\$ 25.00	Wall Touch Up Paint (light)
\$ 200.00	Moving Cart Replacement Fee

Notation: In the event of excess damages, additional fees may be incurred based on actual costs

Florida Southwestern State College Financing Corp.  
 Estimated Debt Service Coverage Ratio Calculation - FY24

(\$000s)

Gross Operating Revenues	\$2,818
Plus: Non-Operating Revenues: EBS Royalties	\$0
Plus: Non-Operating Revenues: Charter School Leases	\$400
Less: Operating Expenses <sup>(1)</sup>	(\$1,019)
<b>Net Revenues Available for DS</b>	<b>\$2,199</b>
Interest Paid on the Bonds	\$553
Principal Paid on the Bonds	\$839
Historical ADS	\$1,392
<b>Debt Service Coverage Ratio</b>	<b>1.58x</b>
<b>Annual Coverage Required by Support Agreement</b>	<b>1.20x</b>

<sup>(1)</sup> Excludes capital expenditures, depreciation, amortization, interest expense, bad debt and operating expenses paid by the College Board in accordance with the Support Agreement.

Total Operating Expenses	\$1,658
Less: Depreciation & Amortization	\$639
<b>Cash Operating Expenses for Calculation</b>	<b>\$1,019</b>

**OPERATING EXPENSES**

Utilities and Communications	\$270,000
Contractual Services	310,800
Other Services and Expenses	71,700
Repairs & Maint	366,700
<b>Expense Before Depreciation:</b>	<b>1,019,200</b>
Depreciation (Estimated)	639,000
	<u>\$1,658,200</u>

### Capital Reserve Budget

<u>Revenue</u>	FY24 Budget	FY23 Budget	Difference	% Change
Transfer - Housing	\$ 1,325,800	\$ 200,000	\$ 1,125,800	562.9%
Fund Balance	476,700	498,000	(21,300)	-4.3%
<b>Total Revenue</b>	<b>\$ 1,802,500</b>	<b>\$ 698,000</b>	<b>\$ 1,104,500</b>	<b>158.2%</b>
<u>Expense</u>				
Furniture / Equipment Turnover	\$ 113,525	\$ 68,525	\$ 45,000	65.7%
Flooring Replacement	145,000	125,000	20,000	16.0%
Landscaping	476,700	498,000	(21,300)	-4.3%
<b>Total Expense</b>	<b>\$ 735,225</b>	<b>\$ 691,525</b>	<b>\$ 43,700</b>	<b>6.3%</b>
<b>Net Profit/(Loss)</b>	<b>\$ 1,067,275</b>	<b>\$ 6,475</b>	<b>\$ 1,060,800</b>	

#### Housing - Fund Balance Projection for FY24:

Current Fund Balance (Approx):	\$ 841,514
(+) Projected Revenue:	1,200,000
(-) Projected Budgeted Expense:	(735,225)
<b>(=) Ending Fund Balance FY24:</b>	<b>\$ 1,306,289</b>

Florida SouthWestern State College  
 Summer 2022, Fall 2022, and Spring 2023 Unduplicated Preliminary LightHouse Commons Resident Profile

<i>Gender</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
Male	190	39.75%
Female	285	59.62%
Unknown	3	0.63%

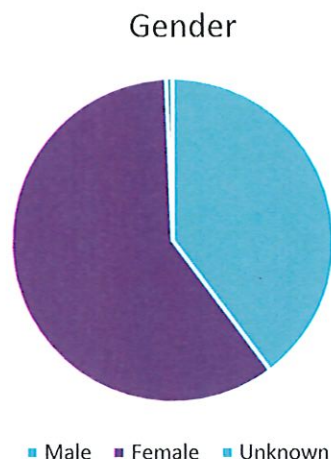
<i>Race/Ethnicity</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
Amer Ind/Native Alaskan	2	0.42%
Asian	5	1.05%
Black/African American	117	24.48%
Hispanic	97	20.29%
Native Haw/Pac Island	1	0.21%
White	195	40.79%
Two or More	21	4.39%
Unknown	40	8.37%

<i>Age</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
< 18	19	3.97%
18 - 20	391	81.80%
21 - 23	59	12.34%
24 +	9	1.88%
Mean Age	19.2	-

<i>Financial Aid Status</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
Receiving Financial Aid	356	74.48%
Not Receiving Financial Aid	122	25.52%

<i>Residency</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
Florida Resident	314	65.69%
Non-Florida Resident	129	26.99%
Florida Pre-Paid	9	1.88%
F1 Non-Resident	26	5.44%

<i>Athlete Status</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
Athlete	98	20.50%
Not Athlete	380	79.50%



Provided by Florida SouthWestern State College Team AASPIRE  
 Source: Local Banner Data (02-17-2023)



Florida SouthWestern State College  
 Summer 2022, Fall 2022, and Spring 2023 Unduplicated Preliminary LightHouse Commons Resident Profile

<i>LHC Residents Most Recent Address</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>478</b>	<b>100%</b>
In Five-County Area	212	44.35%
Outside Five-County Area	117	24.48%
Out of State	124	25.94%
Out of Country	25	5.23%

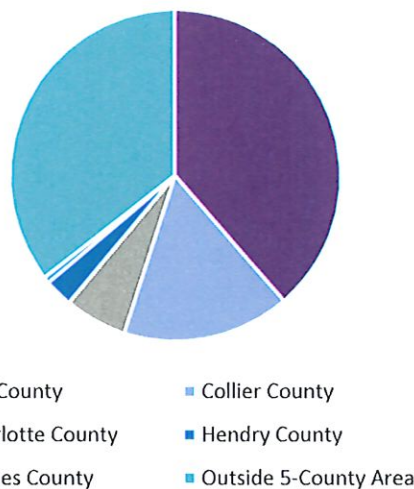
<i>FTF Origin</i>	<i>n</i>	<i>%</i>
<b>Total LHC Residents</b>	<b>203</b>	<b>100%</b>
In Five-County Area	84	41%
Outside Five-County Area	44	22%
Out of State	63	31%
Out of Country	12	6%

<i>Top 5 Florida Counties Outside 5-County Area</i>	<i>n</i>	<i>%</i>
<b>Total Florida Residents Outside 5-County Area*</b>	<b>116</b>	<b>100%</b>
Broward	29	25.00%
Hillsborough	15	12.93%
Manatee	11	9.48%
Miami-Dade	10	8.62%
Sarasota	8	6.90%

<i>Top 5 States of Non-Florida Residents*</i>	<i>n</i>	<i>%</i>
<b>Total Non-Florida Residents</b>	<b>129</b>	<b>100%</b>
IL	14	10.85%
NY	10	7.75%
NJ	10	7.75%
PA	9	6.98%
MN	8	6.20%

<i>Florida Residents In &amp; Outside 5 County Area*</i>	<i>n</i>	<i>%</i>
<b>Total Florida Residents</b>	<b>329</b>	<b>100%</b>
Lee County	127	38.60%
Collier County	54	16.41%
Charlotte County	20	6.08%
Hendry County	9	2.74%
Glades County	2	0.61%
Outside 5-County Area	117	35.56%

Florida Distribution



\*Calculated using most recent address

Provided by Florida SouthWestern State College Team AASPIRE  
 Source: Local Banner Data (02-17-2023)

# Housing Rental Market Evaluation Spring 2023

	FSW	FGCU	The Lakes at College Pointe Local Area Apt 1.2 Miles From FSW
<b>Room/Apt Type (Comparable) Costs (Rent Only)</b>	<p>2 Bedroom (Double Occupancy) \$3,500 per semester per student</p> <p>\$875.00 per month (4 months per semester)</p>	<p>2 Bedroom (Double Occupancy) \$3,290 per semester per student</p> <p>\$822.50 per month (4 months per semester)</p>	<p>1 Bedroom Apartment \$6,400 per semester-low end (4-month total)</p> <p>From \$1,600 per month</p> <p>Note: Costs can be higher based on square footage or apartment. Higher rent/range for one bedroom apartments not listed.</p>
<b>Amenities</b>	<ul style="list-style-type: none"> <li>• Kitchen w/Stove, Full Size Refrigerator, sink, and Microwave</li> <li>• Common Area with Sofa, Single Cushion Chair, and entertainment center</li> <li>• Private Bathroom</li> <li>• Hi Speed Internet</li> <li>• Washer/Dryer Combo</li> <li>• All Utilities</li> <li>• Pool, Basketball Court, and Volleyball Court</li> <li>• Fitness Center</li> <li>• Recreation Room w/Pool Table, Large Screen TV, XBOX and Wii U, and 3 Ovens</li> </ul>	<ul style="list-style-type: none"> <li>• Kitchenette w/Full Size Refrigerator, microwave, and sink</li> <li>• Private or Shared Bathroom* *Dependent on 2 Bedroom Type</li> <li>• Basic Cable Television</li> <li>• High Speed Internet</li> <li>• All Utilities</li> </ul>	<ul style="list-style-type: none"> <li>• Kitchen w/Full Size Refrigerator, stove/oven, sink, and dishwasher</li> <li>• Private Bathroom</li> <li>• Washer and Dryer</li> </ul>
<b>Amenities Not Included</b>	<ul style="list-style-type: none"> <li>• In Room Ovens</li> <li>• Cable TV</li> </ul>	<ul style="list-style-type: none"> <li>• Stove Top</li> </ul>	<ul style="list-style-type: none"> <li>• Cable/Internet Not Included</li> <li>• Utilities Not Included</li> </ul>

	FSW	FGCU	The Lakes at College Pointe Local Area Apt 1.2 Miles From FSW
<b>Room/Apt Type (Comparable) Costs (Rent Only)</b>	4 Bedroom (Quad Occupancy) \$3,200 per semester per student \$800.00 per month (4 months per semester)	4 Bedroom (Quad Occupancy) \$2,948 per semester per student \$737 per month (4 months per semester)	3 Bedroom Apartment \$8,712 per semester (4 months) \$2,178 per month \$726 per month per resident
<b>Amenities</b>	<ul style="list-style-type: none"> <li>• Kitchen w/Stove, Full Size Refrigerator, sink, and Microwave</li> <li>• Common Area with Sofa, Single Cushion Chair, and entertainment center</li> <li>• Private Bathroom</li> <li>• Hi Speed Internet</li> <li>• Washer/Dryer Combo</li> <li>• All Utilities</li> <li>• Pool, Basketball Court, and Volleyball Court</li> <li>• Fitness Center</li> <li>• Recreation Room w/Pool Table, Large Screen TV, XBOX and Wii U, and 3 Ovens</li> </ul>	<ul style="list-style-type: none"> <li>• Kitchen w/Full Size Refrigerator, stove, microwave, and sink</li> <li>• Shared Bathroom</li> <li>• Basic Cable Television</li> <li>• High Speed Internet</li> <li>• All Utilities</li> </ul>	<ul style="list-style-type: none"> <li>• Kitchen w/Full Size Refrigerator, stove/oven, sink, and dishwasher</li> <li>• Washer and Dryer</li> </ul>
<b>Amenities Not Included</b>	<ul style="list-style-type: none"> <li>• In Room Ovens</li> <li>• Cable TV</li> </ul>		<ul style="list-style-type: none"> <li>• Utilities Not Included</li> </ul>

\*4 bedrooms are not available at this and most apartment complexes so this is the most comparable off campus option.



## **FINANCING CORPORATION**

### **Investment Strategy Statement**

For

**Florida SouthWestern State College Financing Corp**

**January 17, 2023**

#### **Introduction/Investment Objective:**

The Florida SouthWestern State College Financing Corporation (FSWFC) is a direct support organization designed for the advancement of Florida SouthWestern State College (FSW). The investment objective for the management of the FSWFC funds is preservation of capital, liquidity and income in that order and priority. The funds are to be used in support of the objectives of the FSWFC and to achieve growth of principal through income over time, while mitigating risks.

#### **Duties and Responsibilities:**

The FSWFC is responsible for managing the investment process in a prudent manner while preserving principal and providing reasonable returns. The FSWFC has retained FineMark National Bank and Trust (FineMark) as an investment advisor and allows for the provision of a sub-advisor to be selected by FineMark to assist in managing the Fund. The investment advisor's role is to provide guidance to the FSWFC on matters pertaining to the Fund, including changes to the investment objective, investment selection, monitoring the Fund's performance and assuring compliance with the approved investment objective. The investment advisor, in carry out the investment objective, holds the responsibility for and authority to select appropriate investments as stipulated by the FSWFC.

#### **Investment Strategy**

FSWFC objectives suggest an investment strategy of an intermediate taxable fixed income portfolio. The intermediate taxable fixed income portfolio will maintain and average duration of 5 years. A maximum, final maturity for any single issue will not exceed 10 years.

- i. **Sector Allocation:**  
Investments will be limited to U.S. Treasuries, Government agency debt (including Agency mortgage-backed securities), taxable municipal funds, and corporate bonds with the following limitations:

- Minimum allocation to portfolio to Wasmer's short and intermediate duration bond shall be 75%.
- Maximum allocation of portfolio to Wasmer's Intermediate IG Credit strategy shall be 25% with BBB category exposure limited to 30%.

ii. Credit Quality:

All investments will be investment grade defined as Baa3/BBB-/BBB (Moody's, Standard & Poor's, Fitch) or higher at time of purchase with the further provision that no purchases will be made if a bond is rated below investment grade by any of the three ratings agencies. If a bond shall fall below investment grade by any of the three ratings services after purchase, FineMark and its sub-advisors must present a recommendation to the Treasurer of FSWFC to either hold or sell this security based upon their independent research while maintaining an overall average credit quality for the portfolio of A or better. As it relates to the above statement, it is understood that all three major ratings agencies may not rate a particular issuer.

iii. Liquidity:

FSWFC requires that all assets be invested in liquid securities, defined as securities that can be sold quickly and efficiently for cash, and will settle within three business days.

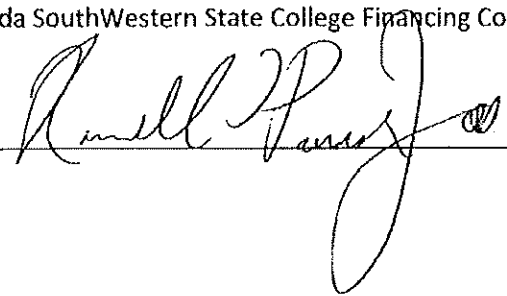
**Reporting/Meetings:**

Custodial reports are produced monthly (by FineMark) which will show all investments within the portfolio. A comprehensive portfolio report will be sent following each quarter-end by the sub-advisor (Wasmer, Schroeder & Company). FineMark recommends a minimum of a quarterly meeting to review the overall strategy with FSWFC.

Approved:

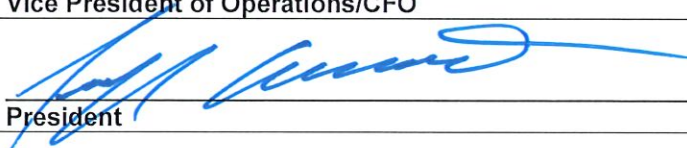
Florida SouthWestern State College Financing Corporation.

By: \_\_\_\_\_



Date: \_\_\_\_\_

1/25/2023

<b>Florida SouthWestern State College Financing Corporation</b> <b>Agenda Item Summary</b>	
Meeting Date: 3/21/2023	
1. <b>Title:</b> Removal of College Property from Inventory 2. <b>Action Requested/Purpose:</b> Information Only 3. <b>Fiscal Impact:</b> Yes <input checked="" type="checkbox"/> No      N/A 4. <b>Funding Source:</b> Plant Funds      Amount: \$ 49,753.10 5. <b>Administration Recommendation:</b> Approval to remove property from inventory	
6. <b>Agenda Item Type:</b>  <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	7. <b>Requirement/Purpose (Include Citation)</b>  <input checked="" type="checkbox"/> Statute 274.05 <input type="checkbox"/> Administrative Code <input checked="" type="checkbox"/> Other BOT 6HX6::4.08
<b>Background Information:</b>  Capitalized items (cost \$5,000 and over); Three (3) items, original cost \$49,753.10.  College Operating Procedure 04-0105, Accountability for College-Owned Property, allows for the disposition of Board approved write-offs as follows: transfers to other governmental units within the College District, selling them at public auction by sealed bid, or any other manner in accordance with statutes, rules, or Board Policy	
<b>Requested by:</b>	<u><i>Kathleen Porter</i></u> <small>Kathleen Porter (Mar 8, 2023 10:40 EST)</small> Kathleen Porter, Director Finance and Accounting
<b>Funding Verified by:</b>	<u><i>Gina Doeble</i></u> <small>Gina Doeble (Mar 8, 2023 10:51 EST)</small> Vice President of Operations/CFO
<b>Approved for Agenda by:</b>	 President

FLORIDA SOUTHWESTERN STATE COLLEGE - Financing Corp  
 INVENTORY REMOVAL LISTING  
 March 21, 2023 - DISTRICT BOARD OF TRUSTEES WRITE-OFFS

Property Number	Reason	ORG	Department	Disposition Detail	Description	Acquisition Date	Original Cost	NEV	TRADE IN	PERKINS TAG
014602	Broken Not Usable	112000	Financing Corp	Recycle if possible	True TLC 1100 Treadmill (2 unit	9/25/2012	15,897.00	0.00	n/a	n/a
14076	Broken Not Usable	112000	Financing Corp	Recycle if possible	Bodyworks Fitness Equipment	9/25/2012	11,858.85	0.00	n/a	n/a
014768	Obsolete	112000	Financing Corp	Recycle	Cisco 5508 Wireless Controller	9/25/2012	21,997.25	0.00	n/a	n/a
							\$ 49,753.10	\$ -	\$ -	\$ -



## SURPLUS PROPERTY FORM

DEPT. NAME: Financing Corp 112000

ASSET ID#	DESCRIPTION OF ASSET & SERIAL #	LOCATION: Campus/Bldg/Room	Reason Code
14768	Cisco 5508 Wireless Controller	Collier J-205	Obsolete/Recycle

REASON CODES: Surplus / Obssolete / Broken / Damaged / Traded-In

Other: \_\_\_\_\_

TRANSFER FROM:

Perry West  
Perry West (Mar 6, 2023 10:53 EST)  
 Perry West, IT Tech - Collier Campus

Dean Phetterplace  
Dean Phetterplace (Mar 6, 2023 11:49 EST)  
 Dean Phetterplace, Director, Network Systems & Infrastructure

OFFICE OF FINANCIAL SERVICES USE ONLY:	
RECEIVED INTO SURPLUS: _____ <div style="text-align: center;">(Fixed Asset Specialist)</div>	DATE: _____
DATE ENTERED IN BANNER: _____	DEPT. ORG: _____
BOARD WRITE OFF: <input type="checkbox"/> YES <input type="checkbox"/> NO	
DATE APPROVED BY THE BOARD: _____ DATE REMOVED FROM INVENTORY: _____	

SUBMIT COPY OF THE WORK ORDER AND COMPLETED FORM TO THE OFFICE OF FINANCIAL SERVICES



# FLORIDA SOUTHWESTERN SURPLUS PROPERTY FORM STATE COLLEGE

DEPT. NAME: Financing Corp ORG 112000

ASSET ID#	DESCRIPTION OF ASSET & SERIAL #	LOCATION: Campus/Bldg/Room	Reason Code
14602	True TLC 1100 Treadmill (2 units)	Lee W-126 (moved to outside storage)	Broken
14076	Bodyworks Fitness Equipment	Lee W-126 (moved to outside storage)	Broken

REASON CODES: Surplus / Obssolete / Broken / Damaged / Traded-In

Other: \_\_\_\_\_

TRANSFER FROM:

Justin Long, Director, Housing & Resident Life

  
Justin Long (Mar 6, 2011 11:07 EST)

Property Custodian Signature

OFFICE OF FINANCIAL SERVICES USE ONLY:	
RECEIVED INTO SURPLUS: _____ (Fixed Asset Specialist)	DATE: _____
DATE ENTERED IN BANNER: _____	DEPT. ORG: _____
BOARD WRITE OFF: <input type="checkbox"/> YES <input type="checkbox"/> NO	
DATE APPROVED BY THE BOARD: _____ DATE REMOVED FROM INVENTORY: _____	

SUBMIT COPY OF THE WORK ORDER AND COMPLETED FORM TO THE OFFICE OF FINANCIAL SERVICES