



**Board of Trustees**  
UNIVERSITY of WEST FLORIDA

**Finance, Facilities, and Operations Committee Meeting**  
**Thursday, February 15, 2023**  
**Zoom Webinar**

[Zoom Webinar](#) | Passcode: 368116

**Agenda**

- |   |                  |
|---|------------------|
| <b>I. Call to Order</b>   | Bob Sires, Chair |
| <b>II. Roll Call</b>  | Anna Lochas      |
| <b>III. Greeting</b>  | Bob Sires, Chair |
| <b>IV. Public Comment</b>   | Anna Lochas      |
| <b>V. Approval of Minutes</b>   | Bob Sires, Chair |
| a. <a href="#">November 16, 2023</a> : Committee Meeting Minutes                      |                  |
| <b>VI. New Business</b>   | Bob Sires, Chair |
| a. Action Item  |                  |
| i. <a href="#">FFO-1</a> : Transfer of Southsides Residence Halls                     |                  |
| ii. <a href="#">FFO-2</a> : Revised UWF Regulation 4.002 Waiver of Tuition and Fees   |                  |
| iii. <a href="#">FFO-3</a> : Carryforward Spending Plan & Fixed Capital Outlay Budget |                  |
| b. Information Items  |                  |
| i. <a href="#">INFO-1</a> : Update on FY2023/24 Current Modified Operating Budget     |                  |
| ii. <a href="#">INFO-2</a> : Major Facilities Construction Update                     |                  |
| <b>VII. Announcements</b>   | Bob Sires, Chair |
| <b>VIII. Adjournment</b>  | Bob Sires, Chair |

**Finance, Facilities, and Operations Committee  
November 16, 2023  
Zoom Webinar  
DRAFT Minutes**

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**Committee Meeting**

**9:33 a.m.**

The public was provided with information to join this virtual public meeting on the UWF Board of Trustees website.

**I. Call to Order**

- A. The meeting of the UWF Board of Trustees Finance, Facilities, and Operations Committee was called to order at 9:33 a.m. by committee Chair Bob Sires.

## II. Roll Call

- A. Chair Sires asked Anna Lochas to conduct roll call. Trustees Bob Sires, Paul Hsu, and Jill Singer were in attendance.
- B. Other Trustees in attendance included:
  1. Suzanne Lewis, Stephanie White, Ariauna Range, Alonzie Scott, Dick Baker, and Susan James.
- C. Others in attendance included:
  1. Martha Saunders, President; Gary Liguori, Provost & Senior Vice President; Gregory Tomso, Vice President of Academic Engagement & Student Affairs; Howard Reddy, Vice President of University Advancement; Betsy Bowers, Vice President of Finance and Administration; Dave Scott, Associate Vice President for Athletics; Jamie Sprague, Chief Human Resource Officer; Susan Woolf, General Counsel; Anamarie Mixson, Assistant Vice President for the Office of the President; Cindy Talbert, Chief Audit Executive; Matt Packard, Chief Compliance Officer; Michelle Williams, Vice Provost; Dan Lucas, Associate Vice President for Advancement; Jeffrey Djerlek, Associate Vice President of Finance and Controller; Christophe Lizen, Director of Institutional Research; Michael Wyatt, Assistant General Counsel; Aurora Osborn, Interim Director, Campus Culture and Access; Brittany Sherwood, Director of Strategic and Presidential Communication; Dacia Larin Assistant Vice President of Continuing Education; Dallas Snider, Chair, Department of Information Technology; Geissler Golding, Executive Director of ITS and CISO; James Adams, Director, Business and Auxiliary Services; Lauren Alidor, Internal Auditor; Mary Anderson, Dean of Students; Sandra Thomson, Director of IT Operations; Allan Pierce, Lead Help Desk Analyst; and Anna Lochas, BOT Liaison.

## III. Greeting

- A. Chair Sires welcomed everyone to the meeting and noted that there was one action item and two information items on the Finance, Facilities and Operations Committee agenda.

## IV. Public Comment

- A. Chair Sires opened the floor for public comment. There was none.

## V. Approval of Minutes

- A. Chair Sires reminded the committee members that they had been given the opportunity ahead of time to review the minutes of the August 17, 2023, Finance, Facilities and Operations Committee Meeting. Chair Sires asked for a motion to approve the minutes as presented if there were no changes or corrections.

1. Motion by: Trustee Hsu
2. Seconded by: Trustee Singer
3. Motion passed unanimously.

## VI. New Business

### A. Action Item

1. FFO-1: Approve CDA between Escambia County and UWF
  - a. Chair Sires moved to the action item which was presented by Betsy Bowers, Vice President of Finance and Administration.
  - b. Ms. Bowers explained that the Board of Trustees adopted the 2021-2031 Campus Master Plan during the December 15, 2022, meeting. Ms. Bowers identified that the updated information was used to prepare the Campus Development Agreement (CDA) with Escambia County as required by Board of Governors Regulation 21.210, Intergovernmental Coordination Element. Ms. Bowers identified that the Escambia County Board of County Commissioners approved the CDA on September 21, 2023. Ms. Bowers explained that the Agreement is intended to address implementation and mitigation impacts reasonably expected over the term of the CDA on public utilities and road infrastructure as a result of the Updated Campus Master Plan. Ms. Bowers further explained that the Board of Governors has delegated responsibility to prepare, approve, and execute this CDA with Escambia County and that this process is pursuant to Section 1013.30, Florida Statutes. Ms. Bowers identified that two public hearings were held in connection with the County's approval of this document.
  - c. Chair Sires asked for motion to approve the Campus Development Agreement between Escambia County and the University of West Florida.
    - i. Motion by: Trustee Hsu
    - ii. Seconded by: Trustee Singer
    - iii. Motion passed unanimously.

### B. Information Item

1. INFO-1: Update on FY2023/24 Current Modified Operating Budget
  - a. Chair Sires moved to the first information item which was presented by Jeffrey Djerlek, Associate Vice President of Finance and University Controller. Mr. Djerlek provided an update on fiscal year 2023/2024 current modified operating

budget as of September 2023.

2. INFO-1: Update on Preliminary FY2023 UWF Financial Reports
  - a. Chair Sires asked Mr. Djerlek to present the second information item. Mr. Djerlek provided an update on the preliminary fiscal year 2023 UWF financial reports.

**VII. Announcements**

- A. Chair Sires identified that all agenda items had been discussed. Chair Sires asked if the committee members had any additional business to discuss. No other business was discussed.

**VIII. Adjournment**

**9:48 a.m.**

- A. Chair Sires thanked those in attendance for their participation. With no other business to discuss, Chair Sires adjourned the meeting at 9:48 a.m.

**Board of Trustees**  
**Finance, Facilities, and Operations Committee**  
**February 15, 2024**

## Transfer of Southsides Residence Halls

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**Recommended Action:**

Approve the fifth amendment to the Sublease Agreement between UWF and UWF Foundation, Inc., and to authorize the Chair of the BOT to execute the document.

**Background Information:**

The fifteen Southside residence halls were originally constructed circa 1966 and first occupied in 1967 as part of the university's housing system. The last renovations were made in fiscal year 1989/90 and reroofed in 1999. They are part of a lease agreement between UWF and the UWF Foundation, Inc. The lease agreement provides for the use of the property for housing purposes.

All units are presently vacant and have not been occupied since the Spring of 2016. These buildings have some significant environmental issues, and as such have not been occupied. There is mold, mildew, and asbestos present. Additionally, life-safety code issues exist (emergency egress, fire alarms, fire sprinkler, and accessibility). The underground utilities and mechanical systems are inefficient and would need significant work.

In August 2018 the university accepted six Southside residence halls (building numbers 14, 15, 16, 23, 24, and 25) as they could no longer be used for student housing. The intent at that time was to demolish three buildings and explore the possibility of refurbishing three for campus use. Funding was inadequate to pursue these plans and these buildings have continued to further decay.

UWF and the Foundation originally entered into a Sublease on September 1, 1998, so that the Foundation would have control over the dormitories on campus. The Sublease previously has been amended four times. The University requests that the Sublease be amended this fifth time, redefining the definition of the "Property" subject to the Sublease, so that the remaining nine Southside residence halls (building numbers 26, 27, 28, 29, 30, 31, 33, 34, and 35) revert back to the university so that the properties can be demolished. This is consistent with the sublease agreement and bond documents.

These actions are consistent with the 2021-2031 UWF Campus Master Plan and the 2019 Landscape Master Plan, which was incorporated into the Campus Master Plan.

**Implementation Plan:**

Transfer of these units will be completed before June 30, 2024.

**Fiscal Implications:**

Upon demolition of one Southside residence hall in 2024, a detailed funding plan will be brought before the Board for the demolition of the remaining fourteen buildings. At this time the estimated demolition costs are approximately \$5 million for all fifteen units.

**Relevant Authority:**

Sublease agreement between the UWF Board of Trustees and the University of West Florida Foundation, Inc., dated September 1, 1998, as previously amended.

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**Supporting Documents:**

1. Map and Legal Description
2. Sublease agreement between the UWF Board of Trustees
3. Proposed Fifth Amendment to Sublease Agreement
4. Letter to Regions Bank

**Prepared by:**

- Betsy Bowers, Vice President, Division of Finance and Administration, (850) 474-2210, [bbowers@uwf.edu](mailto:bbowers@uwf.edu)
- Howard Reddy, Vice President, Division of University Advancement, (850) 474-3306, [hreddy@uwf.edu](mailto:hreddy@uwf.edu)
- Christopher Martin, Assistant Vice President, Facilities Management, Division of Finance and Administration, (850) 474-2005, [cmartin@uwf.edu](mailto:cmartin@uwf.edu)
- Daniel Lucas, Associate Vice President, University Advancement, Division of University Advancement, (850) 474-3380, [dlucas@uwf.edu](mailto:dlucas@uwf.edu)

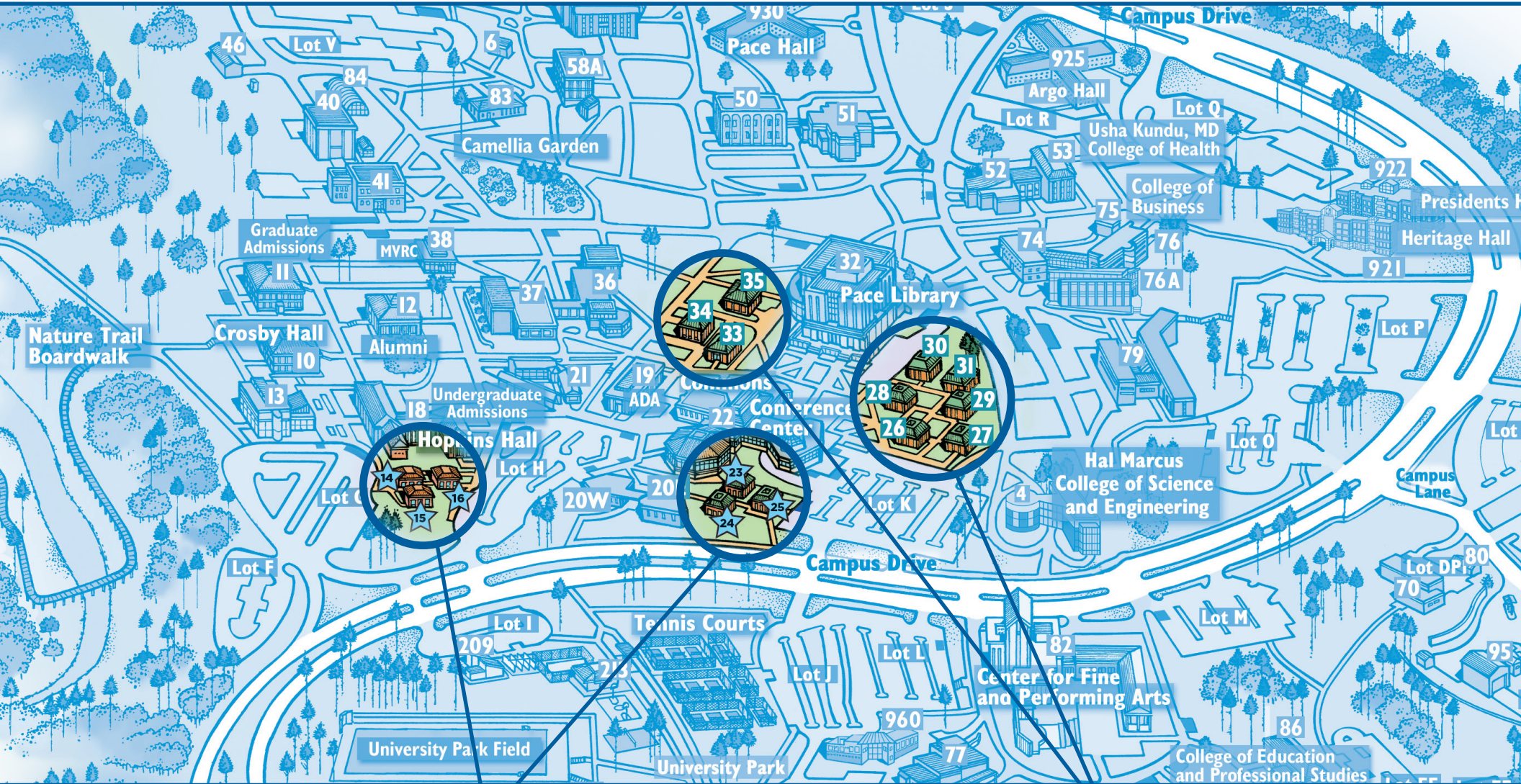
**Presenter:**

Betsy Bowers, Vice President, Division of Finance and Administration



UNIVERSITY of WEST FLORIDA

# Southsides 2024



University Owned

To be Transferred



Southside Dorms 14, 15 & 16

Parcel 6

A portion of Section 25. T -1-N, R-3.0- W, Escambia County, Florida.  
being more particularly described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81, degree 44 minutes 58 seconds east, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T, capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 11 degrees 34 minutes 54 seconds West, a distance of 2961.63 feet to a capped iron rod L.B. #6783 and PLACE OF BEGINNING; THENCE North 31 degrees 35 minutes 32 seconds East, a distance of 151.20 feet to a capped iron rod L.B #6783; THENCE North 56 degrees 36 minutes 13 seconds West, a distance of 60.46 feet to a capped iron rod L.B. #6783; THENCE North 35 degrees 18 minutes 00 seconds West, a distance of 114.94 feet to a capped iron rod L.B. #6783; THENCE South 57 degrees 04 minutes 40 seconds East, a distance of 98.44 feet to a capped iron rod L.B.. #6783; THENCE South 33 degrees 11 minutes 00 seconds West, a distance of 56.72 feet to a capped iron rod L.B. #6783; THENCE South 56 degrees 41 minutes 45 seconds East, a distance of 102.83 feet to a capped iron rod L.B. #6783; THENCE South 32 degrees 23 minutes 10 seconds West, a distance of 117.19 feet to a capped iron rod L.B. #6783; THENCE North 56 degrees 47 minutes 45 seconds West, a distance of 45.32 feet to a capped iron rod L.B. #6783; THENCE South 33 degrees 34 minutes 29 seconds West, a distance of 92.15 feet to a capped iron rod L.B. #6783; THENCE North 57 degrees 04 minutes 13 seconds West, a distance of 96.55 feet to the PLACE OF ENDING; containing 0.8089 acres more or less.

Southside Dorms 23, 24, & 25

Parcel 7

A portion of Section 25, T-1-N; R-30-W, Escambia County, Florida being More Particularly described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 1 degrees 14 minutes 53 seconds East, a distance of 2362.68 feet to a capped iron rod L.B. #6783 and PLACE OF BEGINNING; THENCE North 54 degrees 43 minutes 22 seconds East, a distance of 63.65 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 16 minutes 15 seconds East, a distance of 112.11 feet to a capped iron rod L.B. #6783; THENCE North 54 degrees 55 minutes 13 seconds East, a distance of 108.37 feet to a capped iron rod L.B. #6783; THENCE North 30 degrees 46 minutes 02 seconds West, a distance of 173.88 feet to a capped iron rod L.B. #6783; THENCE North 55 degrees 22 minutes 58 seconds East, a distance of 19.06 feet to a capped iron rod L.B. #6783; THENCE North 33 degrees 43 minutes 05 seconds West, a distance of 92.69 feet to a capped iron rod L.B. #6783; THENCE South 57 degrees 00 minutes 25 seconds West, a distance of 52.96 feet to a capped iron rod L.B. #6783; THENCE South 55 degrees 51 minutes 39 seconds West, a distance of 105.15 feet to a capped iron rod L.B. #6783; THENCE South 30 degrees 11 minutes 53 seconds East, a distance of 106.53 feet tot the PLACE OF ENDING, containing 0.8497 acres more or less.

Southside Dorms 26, 27, 28, 29, 30 & 31

Parcel 8

A portion of Sections 25 and 27; T-1-N, R-30-W, Escambia County, Florida; being More Particularly described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the south Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the west line of University Parkway ( a 100' R/W) ; THENCE North 15 degrees 16 minutes 18 seconds East, a distance of 2467.49 feet to a capped iron rod L.B. #6783 and PLACE OF BEGINNING; THENCE North 49 degrees 55 minutes 13 seconds East, a distance of 98.88 feet to a CIR; THENCE North 34 degrees 30 minutes 39 seconds West, a distance of 162.54 feet to a capped iron rod L.B. #6783; THENCE North 54 degrees 57 minutes 29 seconds East, a distance of 79.65 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 01 minutes 01 seconds East, a distance of 60.88 feet to a capped iron rod L.B. #6783; THENCE North 52 degrees 15 minutes 29 seconds East, a distance of 98.28 feet to a capped iron rod L.B. #6783; THENCE North 33 degrees 56 minutes 39 seconds West, a distance of 115.19 feet to a capped iron rod L.B. #6783; THENCE North 55 degrees 28 minutes 43 seconds East, a distance of 50.53 feet to a capped iron rod L.B. #6783; THENCE North 36 degrees 01 minutes 16 seconds West, a distance of 108.90 feet to a capped iron rod L.B. #6783; THENCE South 55 degrees 22 minutes 40 seconds West, a distance of 106.78 feet to a capped iron rod L.B. #6783; THENCE North 34 degrees 40 minutes 12 seconds West, a distance of 43.51 feet to a capped iron rod L.B. #6783; THENCE South 54 degrees 51 minutes 43 seconds West, a distance of 97.02 feet to a capped iron rod L.B. #6783; THENCE South 32 degrees 54 minutes 57 seconds East, a distance of 110.88 feet to a capped iron rod L.B. #6783; THENCE South 55 degrees 04 minutes 51 seconds West, a distance of 71.41 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 08 minutes 04 seconds East, a distance of 58.20 to a capped iron rod L.B. #6783; THENCE South 56 degrees 01 minutes 48 seconds West, a distance of 101.03 feet to a capped iron rod L.B. #6783; THENCE South 34 degrees 47 minutes 12 seconds East, a distance of 103.02 feet to a capped iron rod L.B. #6783; THENCE North 54 degrees 49 minutes 41 seconds East, a distance of 50.94 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 26 minutes 59 seconds East, a distance of 112.84 feet to the PLACE OF ENDING, containing 1.6811 acres more or less.

Southside Dorms 33, 34 & 35

Parcel 9

A portion of Section 25. T-I-N; R-30-W, Escambia County, Florida being More Particularly described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at, the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary Line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 9 degrees 57 minutes 07 seconds East, a distance of 3245.41 feet to a capped iron rod L.B. #6783 and PLACE OF BEGINNING; THENCE North 39 degrees 10 minutes 07 seconds West, a distance of 98.59 feet to a capped iron rod L.B. #6783; THENCE South 53 degrees 06 minutes 13 seconds West, a distance of 115.10 feet to a capped iron rod L.B. #6783; THENCE North 33 degrees 49 minutes 36 seconds West, a distance of 51.55 feet to a capped iron rod L.B. #6783; THENCE South 54 degrees 35 minutes 08 seconds West, a distance of 101.55 feet to a capped iron rod L.B. # 6783; THENCE South 34 degrees 47 minutes 00 seconds East, a distance of 108.91 feet to a capped iron rod L.B. #6783; THENCE South 56 degrees 04 minutes 50 seconds West, a distance of 44.17 feet to a capped iron rod L.B. #6783; THENCE South 33 degrees 26 minutes 37 seconds East, a distance of 93.26 feet to a capped iron rod L.B. #6783; THENCE North 55 degrees 23 minutes 43 seconds East, a distance of 96.72 feet to a capped iron rod L.B. #6783; THENCE North 35 degrees 07 minutes 20 seconds West, a distance of 50.59 feet to a capped iron rod L.B. #6783; THENCE North 52 degrees 59 minutes 58 seconds East, a distance of 173.30 feet to the PLACE OF ENDING, containing 0.7741 acres more or less.

226.50

OR BK 4313 P80163  
Escambia County, Florida  
INSTRUMENT 98-525798

**Sublease Agreement**

**between**

**The Board of Regents of the State of Florida  
for and on behalf of the University of West Florida**

**and**

**The University of West Florida Foundation, Inc.**

**Dated September 1, 1998**

This instrument prepared by  
and return to:

Patricia D. Lott  
Miller, Canfield, Paddock and Stone, P.L.C.  
25 West Cedar Street, Suite 500  
Pensacola, Florida 32501

Rev-07/14/98  
Rev-07/17/98  
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 Rev-09/22/986335-sublease-consolidated



OR BK 4313 PGO 167  
Escambia County, Florida  
INSTRUMENT 98-525798

## SUBLEASE AGREEMENT

This **Sublease Agreement** ("Lease") is, made this 1st day of SEPTEMBER, 1998, between the Board of Regents of the State of Florida, for and on behalf of the University of West Florida ("Landlord"), and University of West Florida Foundation, Inc., a Florida corporation not-for-profit, with its principal place of business at 11000 University Parkway, Pensacola, Florida, 32514 ("Tenant").

**WHEREAS**, Landlord is authorized to enter this Lease pursuant to Section 243.151(1), Florida Statutes, and the Lease Agreement between the State of Florida Board of Trustees of the Internal Improvement Trust Fund (the "Trustees") and the Board of Regents of the State of Florida, dated January 22, 1974, Lease No. 2722; and

**WHEREAS**, Landlord and Tenant previously have entered into a Sublease Agreement dated as of March 12, 1997, with respect to the lease of certain property upon which Tenant caused to be constructed student housing facilities to serve approximately 192 students (the "1997 Project"), and the Tenant has caused the Escambia County housing Finance Authority to issue its Dormitory Revenue Bonds (University of West Florida Foundation, Inc. Project), Series 1997 (the "1997 Bonds") to provide financing for such 1997 Project; and

**WHEREAS**, the University of West Florida (the "University") has determined a genuine need for additional student housing facilities to serve approximately 288 additional students (the "1998 Project") located on the campus of the University; and

**WHEREAS**, the University has determined that the 1998 Project should be located on the campus of the University at a site that enables persons making use of the 1998 Project to have access to other facilities of the University; and

**WHEREAS**, the Tenant has agreed to sublease from the University certain lands for the purpose of constructing and operating the 1998 Project on behalf of the University; and

**WHEREAS**, in order to take advantage of economies of scale and other benefits accruing thereby, the Tenant further desires to sublease from the University certain lands upon which student housing facilities previously have been constructed and to operate all of such lands and facilities, together with the 1997 Project as a consolidated housing system (the "Student Housing System") on behalf of the University; and

**WHEREAS**, in order to operate the herein described Property on a consolidated basis it will be necessary for the Tenant, acting on behalf of the Landlord, to provide for the refunding of the Landlord's University of West Florida Dormitory Revenue Certificates (the "1966 Certificates"); and of those certain obligations issued by the Division of Bond Finance of the State of Florida (the "Division") designated as the Division's "University of West Florida Housing System Revenue Bonds of 1972" (the "1972 Bonds"), and

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Rev-07/17/98  
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Rev-08/11/98-  
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OR BK 4313 P60168  
 Escambia County, Florida  
 INSTRUMENT 98-525798

it will also be necessary for the Tenant to provide for the refunding of the 1997 Bonds; and

**WHEREAS**, the establishment of the consolidated Student Housing System and the construction of the 1998 Project will meet the objectives of the University as set forth above and will also serve the needs of the people of the State of Florida; **NOW THEREFORE, IN CONSIDERATION OF** the mutual duties and obligations hereby imposed and for other good and valuable consideration the receipt of which is hereby acknowledged,

**WITNESSETH:**

**ARTICLE I  
 DEMISED PROPERTY**

**A. Description of Property.**

In consideration of the rent hereafter agreed to be paid by Tenant to Landlord, and in consideration of the covenants of the respective parties, each to the other to be performed by them and at the time and in the manner hereafter provided, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease from Landlord, the certain real property described as follows:

(i) That parcel of undeveloped land of the University described on Appendix 1 attached hereto and made part of this Lease (the "1998 Project Property"); and

(ii) Those parcels of property and the improvements thereon described on Appendix 2 attached hereto and made part of this Lease (the "1966 Project Property"); and

(iii) Those parcels of property and the improvements thereon described on Appendix 3 attached hereto and made part of this Lease (the "1972 Project Property"); and

(iv) That parcel of property and the improvements thereon described on Appendix 4 attached hereto and made part of this Lease (the "1997 Project Property").

The parcels of property described-above in clauses (i) through (iv) shall collectively be referred to herein as the "Property."

**B. Use of Property.**

Tenant shall use and occupy the Property only for the purpose of constructing and operating the Student Housing System, and shall not use or occupy the Property or permit it to be used or occupied for any other purpose without the express written consent of Landlord. Tenant shall not do or permit any act or thing

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which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of the University or any governmental or quasi-governmental department, commission, board, court, authority agency, official, officer or other party, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use of condition of the Property or any part which constitutes a public or private nuisance.

C. Title to Student Housing System.

Fee simple title to the Property and any existing improvements thereon shall remain with Landlord during the term of this Lease. Fee simple title to any improvements to the Property constructed by Tenant, including the 1998 Project, and any additions, alterations, restorations, repairs or replacements thereto shall vest in the Landlord immediately upon completion of construction. At no time during the term of this Lease will the Tenant have title to the underlying property. Upon the expiration of the lease term, or upon the earlier termination thereof, all right, title, and interest to the Student Housing System and all improvements thereto shall belong to Landlord free and clear of any claim by Tenant pursuant to the requirements of Section 243.151(1), Florida Statutes. Tenant shall cooperate in the execution of any documents necessary to confirm Landlord's title to the Student Housing System and related improvements.

D. Financing and Refinancing of the Improvements.

It is acknowledged by both parties that the construction of the 1998 Project and the refunding of the 1966 Certificates, the 1972 Bonds, and the 1997 Bonds will be financed by the Tenant through the issuance of not exceeding \$16,000,000 Dormitory Revenue Bonds (University of West Florida Foundation, Inc. Project), Series 1998, of the Escambia County Housing Finance Authority (the "1998 Bonds"), and the rental rates to be charged the occupants of the Student Housing System shall be sufficient to meet the bond covenants. It is agreed that the rental rates for occupants of the Student Housing System shall be approved by the Landlord on an annual basis; provided however, that the rates shall be sufficient to meet bond covenants. In addition, the Tenant shall not refinance the Student Housing System or any portion thereof at any time during the lease term defined in Article II of this Lease without the prior approval and written consent of the Landlord. It is further acknowledged and agreed by both parties that pursuant to the terms of this Lease the Tenant will have the right to receive and apply all revenues of the Student Housing System as herein set forth and to grant a lien upon and pledge of all revenues of the Student Housing System to secure the 1998 Bonds and other debt approved by the Landlord in the manner herein set forth. The "revenues of the Student Housing System" as used herein specifically include (but are not limited to) the annual grant payments from the U.S. Department of Housing and Urban Development accruing to the University in connection with the 1972 Project Property.

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## ARTICLE II TERM

### A. Commencement and Term.

Unless this Lease is terminated at an earlier date pursuant to provisions contained herein, Tenant shall have and hold the Property subject to the conditions, covenants and agreements herein set forth for a term of forty (40) years and no months commencing September 1, 1998, and ending August 31, 2038. At the end of the term, Tenant shall peaceably vacate and surrender the Property to Landlord.

### B. Lease Year Defined.

The term "Lease Year" as used herein shall mean each full twelve-month year during the term hereof. The first Lease Year shall begin upon the later of September 1, 1998 or the execution of this Lease (the "Commencement Date"). Each succeeding Lease Year shall commence on each subsequent September 1. The period from the Commencement Date to the following September 1 shall be a partial Lease Year.

### C. Termination/Expiration of Lease.

Upon expiration of this Lease term or upon payment of the Outstanding Debt Obligation, whichever shall occur first, this Lease shall terminate and Tenant shall surrender to Landlord any and all interest of Tenant in the Property without demand or further action, to the Landlord. In addition, Tenant shall have the right to pay the balance of the Outstanding Debt Obligation at any time during the term of this Lease. For purposes of this section "Outstanding Debt Obligation" shall mean the 1998 Bonds or refunding obligations issued with respect thereto duly approved by the Landlord pursuant to the terms of Article I Paragraph D above.

## ARTICLE III RENT

### A. Fixed Rent.

Tenant covenants and agrees to pay to Landlord, at its principal place of business or at such place as Landlord may from time to time designate, as "Fixed Rent" for the Property, and in lawful money of the United States, during the term of this Lease, the sum of \$10 per year, in advance on the first day of each Lease Year. Fixed Rent for the initial Lease Year shall be due upon execution of this Lease.

### B. Percentage Rent.

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(i) Payment of Percentage Rent. In addition to the above Fixed Rent the Tenant shall annually pay the Landlord as Percentage Rent a sum equal to 100% percent of the Surplus Earnings from the Student Housing System at the end of each Lease Year. ("Surplus Earnings" means excess revenues from the rental and operation of the Student Housing System remaining after (i) payment of all costs of operating and maintaining the Student Housing System, (ii) payment of debt service on the 1998 Bonds, and (iii) providing for the funding of the reserves required to be established under the provisions of the indenture pursuant to which the 1998 Bonds are issued). Payments shall be made to the Landlord within one hundred and twenty (120) days of the close of each Lease Year and shall be accompanied with an independent audit and certified statement of the Tenant's operations for the given Lease Year.

This Lease is a net lease and Tenant shall pay the Percentage Rent herein reserved to Landlord without deduction, counterclaim, set-off, abatement, further notice or demand as and when the same shall become due as herein provided, and the rents or other amounts payable by the Tenant hereunder shall continue to be payable without abatement or reduction unless the obligation of Tenant to pay the same shall be terminated, abated or reduced pursuant to the express terms of this Lease.

(ii) Books of Account. Tenant agrees to prepare and maintain on the Property or at its principal office accurate books and records of the gross sales made in, upon and from the Property, which books and records shall be kept in accordance with Generally Accepted Accounting Principles and shall be open at all reasonable times during the term of this Lease and, for five (5) years after the end of the Lease Year in question, to Landlord, the Trustees or their respective representatives for the purpose of examining the same to determine the accuracy thereof. The books and records of account shall include all federal, state and local tax returns of Tenant relating to Tenant's net profit upon the Property. In the event an examination or audit discloses that Tenant has understated "Surplus Earnings" by three percent or more, the same shall constitute a default hereunder. Any additional Percentage Rent found due and owing as a result of such audit shall immediately become due and payable. Landlord shall have the right to inspect the records of Tenant in connection with net profit made by Tenant from any other business operated by Tenant, but only in the event such examination becomes necessary to ascertain the gross sales made by Tenant from the Property.

(iii) Surplus Earnings. Surplus Earnings shall be determined after applicable state and local tax assessed costs, if any.

#### ARTICLE IV CONSTRUCTION OF PROPERTY

##### A. Tenant's Construction.

(i) General Provisions. Tenant shall commence the construction of the 1998 Project

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described in the Plans and Specifications (as hereinafter defined) as soon as possible following the Commencement Date but in any event within the time specified in the instruments executed in connection with the Outstanding Debt Obligations described in Article II Paragraph C above. The 1998 Project shall be of fireproof construction according to applicable law and the standards and ratings of the applicable fire insurance rating organizations. The 1998 Project shall be constructed in a good and workmanlike manner and in accordance with all requirements of federal, state and local requirements, with the rules, regulations and requirements of all departments, boards, bureaus, officials, and authorities having jurisdiction thereof; with the requirements of appropriate rating organizations; with Florida Board of Regents rules; and with the requirements of the State University System Cost Containment Guidelines and standards. All necessary federal, state and local permits, approvals, licenses and consents shall be obtained by Tenant and, upon request of Landlord, copies thereof shall be submitted to Landlord. Tenant covenants and agrees not to apply for or obtain any rezoning, zoning exceptions or variances, or any modifications, variances or amendments to any existing governmental approval, permit, consent or license (whether federal, state or local) regarding the Property without the Landlord's prior written consent. In addition, Tenant covenants and agrees not to deviate from the State University System Cost Containment Guidelines and construction standards without the prior written approval of the Landlord.

The Tenant covenants and agrees that, at a minimum, it will comply with the following codes during the execution of the 1998 Project:

- (a) Current Standard Building Code;
- (b) Most stringent applicable wind load criteria;
- (c) National Fire Protection Association codes and regulations, including Life Safety Code;
- (d) Standard Plumbing Code;
- (e) Standard Mechanical Code;
- (f) Standard Gas Code;
- (g) National Electrical Code;
- (h) Americans with Disabilities Act of 1990;
- (i) Florida Accessibility Code for Building Construction, 1994; and,
- (j) HUD Fair Housing Act for Multi-family Construction.

(ii) Design. As required by the 1998 Project, Tenant will hire architects, space planners, engineers, and other design personnel licensed to practice in the State of Florida and coordinate the production of drawings and specifications for the 1998 Project. The cost of all professional engineering surveying, design, and architectural services required to prepare the site, design, and construction plans will be paid by Tenant. All such personnel shall be directed to ensure that the design will meet all appropriate construction standards for a State of Florida public facility including all rules, regulations and practices of the Landlord. Designs will be furnished to Facilities Planning personnel of the University and Landlord during all phases of the design effort. In designing the facility, the designer shall take into account architectural designs and ambiance of the

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University campus, the location of the facility, and the necessity that the final design complements other buildings and facilities in the surrounding complex. Final design shall be subject to the specific approval of the President of the University and Landlord in consultation with officers of Tenant with respect to the site orientation, location, and exterior appearance, such approval not to be unreasonably withheld. Landlord shall have thirty (30) days from receipt of such plans and specifications to notify Tenant of its approval or rejection. Failure to respond within thirty (30) days shall be deemed approval.

(iii) General Contractor. All construction work will be done by a general contractor licensed by the State of Florida to do such construction. The initial construction must provide, at a minimum, the facilities set forth in the request for proposals prepared by Tenant with respect to the 1998 Project (the "RFP") within the cost offered under the RFP. The facilities are to be designed to be compatible with the site and the functions of adjacent University land uses.

(iv) Bond. The general contractor selected by the Tenant to do the construction work must furnish a payment and performance bond as required by Section 255.05, Florida Statutes. The bond will cover the faithful performance of the construction contract, the strict compliance with the plans and specifications for construction of the 1998 Project, and the payment of all obligations in the full amount of the contract. The bond may not be in an amount less than the total cost of the work contemplated to be accomplished and will accrue to the benefit of the Landlord and the Tenant to indemnify the Tenant, the Landlord, the Trustees and the State of Florida against any loss or damage in connection with the construction, including reasonable attorneys fees, through appeal if necessary. The bond and the surety must be approved by the Landlord prior to the commencement of any construction.

(v) Release. Prior to the commencement of construction, the general contractor must deliver to the Landlord, the Trustees and the State of Florida, in a form acceptable to Landlord's attorney, a waiver and release which will include the following: an acknowledgment by the general contractor that the land upon which the construction is to take place is owned by the Trustees; a waiver of any right the general contractor may have to a claim of lien of any kind or nature upon the land and a similar waiver from all subcontractors who may perform services and supply materials in connection with the construction jobs; and a release of the Tenant, the Landlord, the Trustees and the State of Florida from all claims that the general contractor might have arising out of the construction contract.

Upon completion of the 1998 Project and prior to acceptance and occupancy, the contractor or architect/engineer shall deliver a signed statement to the Tenant and University that no asbestos, lead-base paint or other hazardous materials or products have been used or installed.

(vi) Architect Responsibility. The architect or engineer who prepares the plans will be required to make, and be responsible for, all site inspections, approval of phases of construction, and payment authorizations.

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(vii) Force Majeure. Tenant shall prosecute the construction to completion with diligence. Substantial completion of the 1998 Project shall be accomplished no later than July 31, 1999, subject, however, to unavoidable delays, such as delays due to strikes, acts of God, enemy action, civil commotion, unavoidable casualty or similar causes.

(viii) Landscaping. Tenant shall be responsible for the landscape of the area surrounding the Property and agrees to landscape the 1998 Project in a professional manner and in accordance with the aesthetics of and with approval of the University.

B. Insurance Requirements During Site Preparation and Construction:

Tenant shall require Tenant's contractor(s) to procure and maintain the following insurance coverage throughout the course of site preparation and facility construction until the 1998 Project is ready for occupancy. All policies shall be with insurance companies licensed and authorized by the Department of Insurance to do business in the State of Florida. Tenant agrees to furnish a current Certificate(s) of Insurance to the Landlord, Trustees and the State of Florida as evidence that the following coverage remain in effect:

(i) Builders Risk Insurance:

Completed value form in amount of protection of not less than 100% of the completed value of the 1998 Project construction covering "all risk" perils of loss. Tenant, the contractor, and all subcontractors shall be named insureds.

(ii) Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation insurance shall be obtained in accordance with Chapter 440, Florida Statutes, with the prescribed limits of liability for all employees who will be working at the 1998 Project site whether working for Tenant's contractor or any subcontractor.

(iii) Public Liability Insurance:

Comprehensive general liability (broad form) including property-operations, products/completed operations, contractual and explosion, collapse and underground (XCU) coverage where required by the risks. The limits of liability must be at least \$500,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limits for bodily injury and property damage liability. The limit may include umbrella or excess liability insurance. The Landlord, the Trustees and the State of Florida shall be named as "Additional Insureds."

(iv) Comprehensive Automobile Liability Insurance:

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All owned, hired, leased or non-owned vehicles used on the construction project shall be covered. Policy limits shall be at least \$500,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This limit may include umbrella or excess liability insurance.

The above paragraphs establish minimum insurance requirements. It remains the responsibility of the Tenant and/or the contractor to secure and maintain any additional insurance that may be necessary in connection with the construction contract.

C. Easement.

Ingress and egress to the 1998 Project shall be provided to the Tenant consistent with the nature of the requirements to operate and maintain said facility.

D. Mechanic's Liens.

Tenant shall not suffer any mechanic's lien to be filed against the 1998 Project Property or the improvements located thereon by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the 1998 Project Property, or any part thereof, through or under Tenant. If any mechanic's lien or any notice of intention to file a mechanic's lien shall at any time be filed against the 1998 Project Property or the improvements located thereon, Tenant shall at Tenant's cost, within fourteen (14) days after knowledge or notice of the filing of any mechanic's lien, cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise.

If Tenant shall fail to remove or discharge any mechanic's lien or any notice of intention to file a mechanic's lien within the prescribed time, then in addition to any other right or remedy of Landlord, Landlord may, at its option, procure the removal or discharge of the same by payment or bond or otherwise.

Nothing contained in this Lease shall be construed as a consent or agreement on the part of Landlord to subject Landlord's or Trustees' estate in the Property to any lien or liability arising out of Tenant's use or occupancy of the Property. Landlord shall be entitled to record a short-term lease or other notice in the public records of Escambia County, Florida, advising that Landlord's interest in the Property shall not be subject to any lien arising from Tenant's construction of improvements on the Property. Tenant covenants and agrees to give notices or disclosures to Tenant's contractors advising that Landlord's interest in the 1998 Project Property is not subject to liens arising from Tenant's construction of improvements on the 1998 Project Property.

E. Completion Date.

Both parties agree that the Tenant's construction of the 1998 Project shall be completed no later than

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July 31, 1999. Tenant shall be required to obtain a performance and payment bond in an amount determined by the Landlord and sufficient to assure the Landlord of project completion. If construction has not been completed and the Tenant has not commenced the operation of the 1998 Project by August 1, 1999, Tenant shall be deemed in default of this Lease as it pertains to the 1998 Project Property, and Landlord may terminate this Lease as it pertains to the 1998 Project Property.

## ARTICLE V USE AND CARE OF PROPERTY BY TENANT

### A. Tenant's Use of Property.

Tenant shall operate its business on the Property during the term of this Lease under the name of University of West Florida Foundation, Inc., and shall use the Property solely for the construction and operation of a Student Housing System and uses incidental thereto and compatible therewith, and such other uses not inconsistent therewith as may be agreed to by Landlord and Tenant, and for no other or different purpose. Tenant agrees that it is subject at all times to the provisions of the lease between the Board of Trustees of the Internal Improvement Trust Fund and the Board of Regents, No. 2722, dated January 22, 1974, incorporated herein as Exhibit A.

### B. Nature of Use.

Tenant shall use and occupy the Property in a careful, safe and proper manner and shall keep the Property in a clean and safe condition in accordance with this Lease and local ordinances and the lawful directions of the proper public officers. Tenant shall not do or permit any act or thing which is contrary to any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Property or any part thereof, or any of the adjoining streets, sidewalks or ways, or any use or condition of the Property or any part thereof or contrary to any fire and casualty insurance requirements, or which would impair the value of the Property or any part thereof, or which constitutes a public or private nuisance. Tenant shall use and maintain the Property consistent with present reasonable standards of good Multi-Unit Housing operations, and Tenant shall not permit solicitations, demonstrations, itinerant vending or any other activities inconsistent with standards or practices found in operating a quality Student Housing System.

Tenant may enter into management/maintenance agreements for the operation of the facilities provided, however, that the terms and conditions of the agreements shall be approved by the Landlord. The contracting for these services shall in no way relieve the Tenant of its obligation to manage and maintain the

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Property as required under the terms of this Lease.

In addition, if deemed necessary and appropriate, by Landlord and Tenant, the Landlord may enter into such agreements with Tenant and assume the responsibility for the management/maintenance of the facilities in such manner as may be set forth in such agreements.

C. Rubbish and Trash.

Tenant shall not permit the accumulation of rubbish, trash, garbage, and other refuse in and around the Property, and will remove the same at Tenant's expense to such areas as may be appropriate therefor or as designated by Landlord. Tenant shall make arrangements with a removal agency for the removal of such rubbish, trash, garbage and other refuse from such designated areas. In the event Tenant fails to remove any accumulation of such rubbish trash, garbage or other refuse within twenty-four (24) hours after notice to remove the same, Landlord shall have the right to remove the same, in which event the cost thereof shall be paid by Tenant, but Landlord shall at no time be obligated to remove the same.

D. Signs.

Tenant shall not place, erect, or maintain or suffer to be placed, erected or maintained on any doors or any other exterior surface or any roof of the Property or any vestibule, or anywhere outside of the Property, any sign, lettering, decoration or advertising, except such signs as are permitted by specific Landlord approval. Tenant at its own risk and expense, to the extent permitted, may erect such signs, lettering, decorating or advertising permitted hereunder, and agrees to maintain the same in good state of repair and save the Landlord, the Trustees, and the State of Florida harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of same, and shall repair any damage which may have been caused by the erection, existence, maintenance of removal of the same.

E. Waste: Damage to Property.

(i) During the term of this Lease, Tenant shall permit no waste, damage or injury to the Property and Tenant shall initiate and carry out a program of regular maintenance and repair of the Property so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in an attractive condition.

(ii) Tenant shall not do, or suffer to be done, in, on or upon the Property or as affecting said Property or adjacent properties, any act which may result in damage or depreciation of value to the Property or adjacent properties, or any part thereof.

(iii) Tenant shall not generate, store, produce, place, treat, release, or discharge any

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contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Florida Statutes, Chapter 376 and Chapter 403 and the rules promulgated thereunder, all as amended or updated from time to time. In the event of Tenant's failure to comply with this paragraph, Tenant shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Property, and (2) all off-site ground and surface waters and lands affected by Tenant's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Tenant's obligations set forth in this paragraph shall survive the termination or expiration of this Lease. This paragraph shall not be construed as a limitation upon Tenant's obligations regarding indemnification and payment of costs and fees as set forth in this Lease, nor upon any other obligations or responsibilities of Tenant as set forth herein. Nothing herein shall relieve Tenant of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by Tenant's activities or facilities. Upon discovery of a release of hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, Tenant shall report such violation to all applicable governmental agencies having jurisdiction, and to Landlord, all within the reporting period of the applicable agency.

F. Employee and Facility Occupant Parking.

Tenant employees and facilities occupants shall be subject to the Landlord's traffic and parking requirements at all times unless specifically exempted.

G. Priority of Use by Landlord.

At all times throughout the term of this Lease the Student Housing System shall be used as dormitory facilities for the University in such manner as requested by and subject to the direction of Landlord.

H. Non-Discrimination.

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Tenant shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Property or upon lands adjacent and used as an adjunct of the Property.

## ARTICLE VI OPERATION OF BUSINESS

### A. Use of Project.

Tenant agrees to occupy the Property and open the Student Housing System for business fully fixtured, furnished, equipped, and staffed, upon the commencement date of the term of this Lease (subject to the completion of the 1998 Project in the manner herein set forth). This covenant by Tenant is a material consideration to Landlord hereunder in order that the needs of Landlord shall be met.

### B. Aesthetic and Operational Standards.

Tenant stipulates and acknowledges that a material condition to Landlord's entering into this Lease is the agreement by Tenant to construct and maintain the Student Housing System and common areas and any additional improvements at a standard which is consistent with the landscaping and aesthetic standards generally applied by Landlord for the buildings and other facilities located on its campus at the University, as in effect on the date hereof and as may be modified from time to time (the "Aesthetic Standards"). In approving the plans and specifications for any improvements, Tenant shall apply the Aesthetic Standards to the exterior elements of all buildings and all elements of landscaping (the "Exterior Elements").

It is the intent of the parties that the Student Housing System will be operated as a first class facility in all respects. Tenant shall not use or permit the Student Housing System to be used for any unlawful, disreputable or immoral purpose or in any way which may adversely reflect upon the name or reputation of the University or Landlord.

### C. General Covenants of Tenant.

Tenant will keep the inside and outside of all glass in the doors and windows of the Student Housing System clean; will not place or maintain any merchandise, sign, or other thing in the entry of the Student Housing System or on the sidewalks or walkways adjacent thereto or elsewhere on the exterior of the Student Housing System, except such signs as are permitted in connection with University functions; will maintain the Student Housing System in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests and shall contract for a pest control service; will comply with all laws and ordinances and all valid rules, regulations and requirements of all county, municipal, state, federal and other governmental authorities, now enforced or which may hereafter be enforced, pertaining to Tenant's initial or future construction of

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installations within the Student Housing System and Tenant's use and occupancy of the Student Housing System; will comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Student Housing System by Tenant will comply with all University rules and regulations; and install and maintain any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters.

D. Insurance Requirements During Operation of Facility:

Tenant shall, obtain and maintain the following policies of insurance covering activities performed under and contractual obligations undertaken during the term of this Lease. Insurance requirements established hereafter shall be increased by Tenant, if necessary, to meet any statutory insurance requirements which may be established by Florida Statutes, administrative code or rules or as may be established pursuant to any federal law or rule.

E. Hazard Insurance:

Building and improvements shall be insured against loss by fire, lightning, vandalism, malicious mischief and other hazards customarily insured by extended coverage, for their full replacement value, which shall be adjusted from time to time to reflect current replacement value. Landlord, Trustees and the State of Florida shall be named as an Additional Insured as their interests may appear.

F. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation insurance shall be obtained in accordance with Chapter 440, Florida Statutes, with the prescribed limits of liability for all employees who will be working at the 1998 Project site whether working for Tenant or any subcontractor.

G. Public Liability Insurance:

Broad form comprehensive general liability insurance including property-operations, products, completed operations and contractual liability. Limits of coverage shall be at least \$1,000,000.00 combined single limits for bodily injury and property damage liability, and \$5,000,000.00 excess umbrella coverage. Landlord, Trustees and the State of Florida shall be named as an "Additional Insured."

H. Comprehensive Automobile Liability Insurance:

All owned, hired, leased or non-owned vehicles used by the Tenant shall be covered. Policy limits shall be at least \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage liability.

The above policies of insurance must be with insurance companies licensed and authorized to do

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business in the State of Florida by the Department of Insurance. Tenant agrees to furnish a current Certificate(s) of Insurance to the Landlord, Trustees and the State of Florida as evidence that the above-required insurance coverages remain in effect. All policies shall contain language requiring a minimum of thirty (30) days notice to the Landlord, the Trustees and the State of Florida of any cancellation of coverage.

All policies of insurance provided for herein shall be issued by insurance companies with general policy holder's rating of not less than A and a financial rating of not less than an equivalent Class as rated in the most current available "Best's" insurance reports and locally qualified to do business. All such policies shall be issued in the names of Landlord, Trustees, State of Florida and Tenant as co-insureds for mutual and joint benefit and protection. Executed copies of such policies of insurance shall be delivered to Landlord and the Trustees within ten (10) days after delivery or possession of the Property, and thereafter executed copies of renewal policies shall be delivered to Landlord and the Trustees within thirty (30) days prior to the expiration of the term of each existing policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord, Trustees and the State of Florida thirty (30) days notice in writing in advance of any cancellation or lapse or of any reduction in the amounts of casualty policies.

I. Payment of Taxes.

Tenant further covenants and agrees to pay promptly, when due, any municipal, county, state and federal taxes assessed against the Student Housing System, Tenant's leasehold interest and Tenant's fixtures, furnishings, equipment, stock-in-trade and other personal property of any kind owned, installed and existing in the Property and on any sales generated in connection therewith. Tenant shall provide Landlord, on an annual basis, with evidence of payment of all taxes which may be due.

Tenant shall assume full responsibility for and shall pay all liabilities that accrue to the Property or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Property.

J. Operational Report.

Tenant shall prepare and submit an Operational Report to the Trustees and Landlord within one year of the effective date of this Lease. Tenant shall provide Landlord with an opportunity to participate in all phases of preparing and developing the Operational Report for the Property. The Operational Report shall be submitted to the Landlord in draft form for review and comments within ten months of the effective date of this Lease. Tenant shall give Landlord reasonable notice of the application for and receipt of any state, federal

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or local permits as well as any public hearings or meetings relating to the development or use of the Property. Tenant shall not proceed with development of the Property in any way including, but not limited to, funding, permit application, design or building contracts (except as to the construction of the 1998 Project, which will proceed as herein described), until the Operational Report required herein has been submitted and approved. Any financial commitments made by Tenant which are not in compliance with the terms of this Lease shall be done at Tenant's own risk. The approved Operational Report shall provide the basic guidance for all activities conducted on the Property. Tenant shall not use or alter the Property except as provided in the approved Operational Report without the prior written approval of the Trustees and Landlord.

K. Best Management Practices.

Tenant shall implement applicable Best Management Practices for all activities conducted under this Lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed or approved by Landlord, Trustees or other land managing agencies for the protection and enhancement of the Property.

## ARTICLE VII UTILITIES

A. Utility Service.

Tenant shall be solely responsible for obtaining necessary utility service, including, without limitation, the cost of all reservation charges, capacity charges, taxes and other charges incurred in providing utilities to the Student Housing System.

B. Utility Charges.

Tenant shall pay for all utility charges including electricity, water, gas and sewage used in the construction and operation of the Student Housing System.

## ARTICLE VIII ALTERATIONS OR IMPROVEMENTS BY TENANT

Tenant shall have the right during the continuance of this Lease to make such interior alterations or improvements to the Student Housing System, structural alterations or improvements, as may be proper and necessary for the conduct of its business and for the full beneficial use of the Student Housing System permitted herein, provided Tenant shall pay all costs, expenses and charges thereof, shall maintain such alterations and improvements in accordance with applicable laws and building codes and that all work be performed in a workmanlike manner. Tenant shall fully and completely indemnify Landlord, Trustees and the

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State of Florida against any third party claims in connection with the making of such alterations and improvements. Tenant shall not make, nor permit to be made, any alterations, additions or improvements of a structural nature to the exterior of the Property, without prior written approval of the Landlord. Tenant shall promptly repair any damage to the Student Housing System caused by any alterations, additions or improvements of the Student Housing System by Tenant.

## **ARTICLE IX ACCESS TO PROPERTY**

Landlord may have free access to the Property at all reasonable times for the purpose of examining the same, making any alterations or repairs to the Student Housing System that Landlord may deem necessary which Tenant has failed to do, provided, however, that any such action by Landlord shall cause as little inconvenience as reasonably practical. Such action shall not be deemed an eviction or disturbance to Tenant nor shall Tenant be allowed any abatement of rent or damages for any injury or inconvenience occasioned thereby.

## **ARTICLE X REPAIRS BY LANDLORD**

Tenant shall be solely responsible to keep and maintain the foundations, roof and structural portions of the walls as well as interior of the Property in good condition and repair. No duties shall be imposed upon Landlord to inspect the Property and Landlord shall have no duty or obligation to make any repairs whatsoever. Tenant shall be solely responsible for all liabilities, damage to person or property, costs and expenses resulting from any patent or latent defect. Tenant shall make all necessary repairs of the parking area, service drive area and all surrounding area of the Student Housing System and shall keep such areas reasonably lighted at all times during the conduct of its business and shall maintain such areas reasonably clear of litter. The provisions of this section do not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which events the obligations of Landlord and Tenant shall be controlled by Article XV or Article XXI, as applicable.

The parties hereto recognize that Tenant has agreed to operate the portions of the Student Housing System designated the 1966 Project Property and the 1972 Project Property solely as an agent of and on behalf of Landlord and for the purposes of obtaining economies of scale and the attendant beneficial terms in the public finance market. The University shall continue to furnish budgeted moneys for the scheduled rehabilitation and repair of the 1966 Project Property and the 1972 Project Property through the year 2000 as to the 1966 Project Property and through the year 2002 as to the 1972 Project Property. Such repairs and rehabilitations shall be performed pursuant to contract with Tenant upon such terms as are mutually agreeable;

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or at Landlord's option may be accomplished by Landlord in such other manner as Landlord may direct.

## ARTICLE XI REPAIRS BY TENANT

Tenant shall keep and maintain the Property and every part thereof, including the structure, fixtures, facilities or equipment contained therein, in good condition and repair, including, but not limited to, the roofing, heating, air conditioning, electrical, plumbing and sewer systems, the exterior doors, security grills, window and window frames, and all portions of the Property and shall make any replacements thereof and all broken or cracked glass which may become necessary during the term of this Lease. Tenant will budget and maintain reserves for purposes of extraordinary repairs of the Student Housing System in amounts equal to those required by the indenture pursuant to which the 1998 Bonds are issued.

## ARTICLE XII DEFAULT BY TENANT

### A. Default.

This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements to be performed by it as herein set forth. If any of the following events shall occur Tenant shall be deemed in default of this Lease.

(i) Any installment of Fixed Rent, Percentage Rent, additional rent or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid after the same is due, or

(ii) Tenant shall fail to deliver to Landlord the required report of semi-annual or annual sales when due, or

(iii) There shall be any default on the part of Tenant in the observance or performance of any of the other covenants, agreements or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, or

(iv) The Tenant shall file a petition in bankruptcy or be adjudicated bankrupt or file any petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or a similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or

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(v) The leasehold estate hereby created shall be taken by execution or other process of law, or

(vi) The Tenant shall attempt to mortgage the Property or assign any interest in this Lease, other than as provided in Article XVI paragraph B, without the prior written consent of Landlord.

B. Notice.

In the event of default by Tenant under this Lease, Landlord shall provide Tenant, Tenant's, trustee, and the credit enhancement provider for the 1998 Bonds with written notice of such default and Tenant shall have the period of time described in Paragraph D, below, to cure said default. If Tenant fails to cure the default within the allowable period, Landlord, at its option, may terminate this Lease and reenter upon the Property and take possession thereof. Unless Tenant shall otherwise advise Landlord in writing, such notices shall be delivered to the following addresses:

Regions Bank  
Corporate Trust Department  
106 St. Francis Street  
Mobile, AL 36602-3419  
Telephone (334) 690-1119  
Facsimile (334) 690-1455

and

MBIA Insurance Corporation  
113 King Street  
Armonk, NY 10504  
Telephone (914) 765-3470  
Facsimile (914) 765-3410

C. Remedies; Exculpatory Provision.

Notwithstanding any language contained in this Lease to the contrary, it is expressly agreed by all parties hereto that in the event Tenant defaults under the terms of this Lease, Landlord shall be entitled to any and all of the following remedies: (i) Landlord may evict Tenant and retake possession of the Property, (ii) Landlord shall be entitled to possession of all items of tangible personal property owned by Tenant located on the Property and used in the operation of the Student Housing System and to possession of all funds, accounts receivable and other items of intangible personal property in the possession of Tenant received from or receivable by Tenant from its operation of the Student Housing system, and (iii) Landlord may recover judgment against Tenant for its breach of the indemnification provision or any other such provision in the Lease, but recovery on any such judgment or judgment shall be limited to the proceeds payable on insurance

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policies acquired by Tenant pursuant to the terms of this Lease.

Landlord's actions against Tenant for breach of the terms of this lease shall be limited to the foregoing remedies. In no event shall Tenant's assets, separate and apart from the assets generated from its operation of the Student Housing System, be subject to execution to satisfy any judgment recovered by Landlord on account of Tenant's breach of this Lease.

D. Right to Cure.

Tenant's trustee and credit enhancement provider for the 1998 Bonds shall have the right to cure any default under this Lease within sixty (60) days of receipt of the notice of default, or, if such default cannot reasonably be cured within such period, within such additional period of time as may reasonably be necessary to cure such default.

**ARTICLE XIII**  
**RENT DEMAND**

Every demand for rent due, wherever and whenever made, shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, of final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

**ARTICLE XIV**  
**SUBROGATION**

Landlord shall not be liable for any insurable damage to fixtures, merchandise or property of Tenant regardless of cause and Tenant hereby releases Landlord from the same.

**ARTICLE XV**  
**DAMAGE AND DESTRUCTION**

Tenant agrees to provide such insurance coverage as required in this Lease herein, and in the event the Student Housing System or any portion thereof is damaged by any peril, the Property together with such of Tenant's installations that become a part of the real estate shall promptly be repaired by Tenant, from proceeds of such insurance. Tenant shall repair or replace the Property and installations, including without limit to, stock-in-trade, trade fixtures, furniture, furnishings, floor and wall coverings, signs and of the special equipment which has been installed in the Property by Tenant, in a manner and to at least a condition equal

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to that prior to its damage or destruction, and the proceeds of all insurance carried by Tenant pursuant to Article VI, paragraph G shall be held in trust by a mutually agreed upon bank trustee for the purpose of such repair and replacement. In the event such damage or destruction is substantial or complete, the proceeds of such insurance shall be applied as required by the indenture pursuant to which the 1998 Bonds are issued, and any proceeds in excess of the amount required to repair such damage or destruction or repay such 1998 Bonds and any other debt issued to finance the Student Housing System as herein described shall be paid to the Landlord.

## **ARTICLE XVI**

### **ASSIGNMENT AND SUBLETTING**

#### A. General Prohibition.

Tenant shall not have the right at any time to pledge, hypothecate, mortgage or assign this Lease or any estate or interest therein by operation of law or otherwise, or to sublet the Property or any part thereof, or to grant any concession or license, or to allow anyone to occupy the Property, without the prior written consent of Landlord and Trustees. In addition, Tenant shall not permit nor grant security interests or other interests upon Tenant's trade fixtures, personal property and equipment on the Property without first obtaining Landlord's written consent thereto. The consent of Landlord to any one or more assignments, subleases, transfers or liens shall not operate to exhaust the Landlord's rights under this section, nor shall Landlord's consent operate to release Tenant from any of its obligations under this Lease.

#### B. Security for Loan.

Notwithstanding the foregoing, Tenant may pledge this Lease and Tenant's interest in the Student Housing System as security for loans to finance any portion of or all of the cost of constructing, renovating, furnishing or equipping the Student Housing System.

#### C. Successor's Assumption of Obligations.

Any successor in interest to Tenant under this Lease expressly assumes all of the Tenant's obligations under this Lease as and to the same extent as if such assignee were the original Tenant named in this Lease.

#### D. Sublease.

Tenant specifically covenants and agrees that neither Tenant nor any one claiming an interest in or a right of occupancy or use of all or any portion of the Property by, through or under Tenant, shall enter into any sublease, license, concession or other agreement for the use, occupancy or utilization of space within the Property which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the Property, without the express written consent of Landlord. Any such purported agreement in violation of this covenant shall be absolutely void and ineffective as a conveyance of any right or interest in the use, occupancy or the utilization of any part of the

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Property.

## ARTICLE XVII ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

## ARTICLE XIII WAIVER

Tenant shall not directly or indirectly create or permit to be created or remain or willfully discharge any lien, encumbrance, or charge on, pledge, or enter into a conditional sale or other title retention agreement with respect to the Property or any part thereof or the rent or any other sum payable under this Lease. No waiver of any condition or legal right shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord.

## ARTICLE XIX INDEMNIFICATION

Tenant shall indemnify and hold harmless Landlord, Trustees, the State of Florida, and their respective successors and assigns, employees and agents from any and all claims, causes of action, damages, expenses, and liability, including reasonable attorneys' fees, sustained or incurred by any persons for illness or injury, including death, or damage to any property which arises from or in any manner grows out of any act or omission of the Tenant, its agents, partners or employees with respect to the Property, the construction of the improvements thereon, or the condition or occupancy thereof by the Tenant, its agents, employees, licensees and invitees.

Commencing on the date which Tenant shall enter upon the Property to begin its construction, Tenant agrees that: (a) Tenant shall indemnify the University, the Landlord, Trustees and the State of Florida and save them harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily injury or property damage arising from or out of any occurrence at, in, or from the Property its sidewalks, parking area and all facilities within the Student Housing System or any part thereof by reason of the construction,

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occupancy, or use of the Property by reason of Tenant's breach under any provision hereof, or by reason of any act or omission by Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires; (b) Tenant shall store its property in and shall occupy the Property and all other portions of the Student Housing System at its own risk, and shall release Landlord, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage; (c) The University, the Landlord, Trustees and the State of Florida shall not be responsible or liable at any time and Tenant expressly releases them from any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business; (d) Tenant shall give prompt notice to Landlord in case of fire or accidents on the Property or in the Student Housing System or defects therein or in any fixtures or equipment; (e) In case the University, the Landlord, Trustees or State of Florida shall be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold the Landlord, Trustees and the State of Florida harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred in connection with such litigation; and (f) Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing any of the terms of this Lease.

## **ARTICLE XX**

### **SURRENDER AND HOLDING OVER**

Tenant shall deliver up and surrender to Landlord possession of the Property and the Student Housing System upon the expiration of this Lease, or its termination in any way, in as good condition and repair as the same shall be on the commencement of said term (damage by fire and other perils excepted), and shall deliver the keys to Landlord or Landlord's agent. Should Tenant or any party claiming under Tenant remain in possession of the Property, or any part thereof, after any termination of this Lease, no tenancy or interest in the Property or Student Housing System shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal.

## **ARTICLE XXI**

### **CONDEMNATION**

In the event that the Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or similar right, or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being hereinafter referred to as a "taking"), Landlord and Tenant agree that any award or awards shall be applied as required by the Indenture pursuant to which the 1998 Bonds are issued either to the restoration or replacement of the Student Housing System or to repayment of the 1998 Bonds and any other obligations undertaken by the Tenant in connection with the Student Housing System as described herein. Any award in excess of the amount required to restore or replace the Student Housing System or repay such 1998 Bonds and any other debt issued to finance the Student Housing System as herein described shall be paid to the Landlord.

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**ARTICLE XXII  
EXCEPTIONS TO DEMISE**

Notwithstanding anything to the contrary herein contained, this Lease is subject to all easements and utility easements and other restrictions, encumbrances and agreements affecting the Property, both recorded and unrecorded.

This Lease does not cover petroleum or petroleum products or minerals and does not give the right to Tenant to drill for or develop the same

This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the water or the air space thereabove.

**ARTICLE XXIII  
LEASE INURES TO BENEFIT OF ASSIGNEES**

This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and permitted assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assignee any right, title or interest whatever.

**ARTICLE XXIV  
QUIET ENJOYMENT**

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Property without any manner of let or hindrance from Landlord or any person or persons lawfully claiming the Property.

**ARTICLE XXV  
NO PARTNERSHIP**

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

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## ARTICLE XXVI NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be given by mailing such notice or consent by registered or certified mail, return receipt requested, addressed to the Landlord at the address specified below, and to the Tenant at the address specified below, or the Student Housing System, or at such other address as may be specified from time to time in writing sent to the other party by registered or certified mail.

**If to Landlord:**

University of West Florida  
 John G. Martin, Vice President for Administrative Affairs  
 11000 University Parkway  
 Pensacola, Florida 32514-5750

Board of Regents  
 Chancellor Adam W. Herbert  
 325 West Gaines Street  
 Tallahassee, Florida 32399

**If to Tenant:**

University of West Florida Foundation, Inc.  
 Mr. Larry Williamson, Director  
 11000 University Parkway  
 Pensacola, Florida 32514-5750

and if to Tenant's lender or trustee, to the address set forth in Article XII Paragraph B.

## ARTICLE XXVII INTERPRETATION

Wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be considered as meaning the parties respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including any persons and corporations designated respectively as Landlord or Tenant in the heading of this Lease wherever the context requires.

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**ARTICLE XXVIII  
PARAGRAPH HEADINGS**

The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

**ARTICLE XXIX  
ENTIRE AGREEMENT**

This Lease and the Exhibits attached hereto, and any Rider attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Property or the Student Housing System except as herein expressly set forth. This Lease shall supercede the Sublease Agreement dated March 12, 1997, with respect to the 1997 Project Property.

**ARTICLE XXX  
NO OPTION**

The submission of this Lease for examination does not constitute a reservation of or option for the Property, and shall vest no right in any party. This Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

**ARTICLE XXXI  
NO MERGER OF TITLE**

There shall be no merger of this Lease or of the leasehold estate created by this Lease by reason of the fact that the same person, firm or corporation or other entity may acquire or own or hold directly or indirectly (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (b) the fee estate in the Property or any part thereof or any interest in such fee estate and no such merger shall occur unless and until all corporations, firms and other entities, including any mortgagee, having any interest in (i) this Lease or the leasehold estate created by this Lease, and (ii) the fee estate in the Property or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

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## ARTICLE XXXII SEVERABILITY OF PROVISIONS

In the event any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Lease shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, subsections, paragraphs, subparagraphs, sentences, clauses or phrases of this Lease, which shall be and remain in full force and effect, as if the section, subsection, paragraph, subparagraph, sentence, clause or phrase so declared or adjudged invalid or unconstitutional was not originally a part thereof. The parties hereby declare that it would have been their intention to have agreed upon the remaining parts of this Lease if it had known that such part or parts thereof would be declared or adjudged invalid or unconstitutional.

## ARTICLE XXXIII USE OF NAME

Tenant shall not, during the term of this Lease, name, or change the name of the Student Housing System without the express written permission of the Landlord.

Tenant shall not use the name of the University without the express written consent of the University. Nothing in this Lease shall be construed to grant Tenant the right to use the symbols, logos, trademarks or other representations of the University or its athletic teams without the express written consent of the University. Tenant agrees that upon the request of the University, it shall place the phrase "Not affiliated with the University of West Florida" on all advertisements, promotional material, correspondence, or other written documents or materials distributed or made available to the public.

## ARTICLE XXXIV WAIVER OF JURY TRIAL

NEITHER LANDLORD NOR TENANT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTER-CLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS LEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Rev-07/14/98  
Rev-07/17/98  
Rev: 07/20/98  
Rev-08/11/98-  
Rev-08/24/98-  
Rev-09/22/986335-sublease-consolidated

**OR BK 4313 P60194  
Escambia County, Florida  
INSTRUMENT 98-525798**

**ARTICLE XXXV  
NOT CONSENT TO SUE**

The provisions, terms or conditions of this Lease shall not be construed as a consent of the State of Florida to be sued and no such consent is granted except as provided by Florida Statutes or Florida case law.

**ARTICLE XXXVI  
PUBLIC RECORDS LAW**

Landlord shall have the right to cancel the Lease at any time for failure of Tenant to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Tenant in conjunction with this Lease.

**ARTICLE XXXVII  
ARCHAEOLOGICAL AND HISTORIC SITES**

Execution of this Lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Operational Report prepared pursuant to Article VI hereof may be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Property.

**ARTICLE XXXVIII  
LIMITED OBLIGATION OF TENANT**

Notwithstanding anything herein to the contrary Tenant's obligations hereunder are limited to Tenant's interest in the revenues of the Student Housing System and are non-recourse as to Tenant's other assets.

**ARTICLE XXXIX  
GOVERNING LAW**

This Lease shall be governed by Florida law. Venue for any litigation arising hereunder shall lie in the appropriate court located in Escambia County, Florida.

Rev-07/14/98  
Rev-07/17/98  
Rev: 07/20/98  
Rev-08/11/98-  
Rev-08/24/98-  
Rev-09/22/986335-sublease-consolidated

DR BK 4313 P60195  
Escambia County, Florida  
INSTRUMENT 98-525798

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

BOARD OF REGENTS OF THE STATE OF FLORIDA, FOR AND ON BEHALF OF THE UNIVERSITY OF WEST FLORIDA  
"Landlord"

WITNESSES:

M. M. Green  
M.M. GREEN

By: C. W. Blackwell

Name: C.W. BLACKWELL

Title: VICE CHANCELLOR,  
BUDGETS & FINANCE

P. J. McEntire  
P.J. McEntire

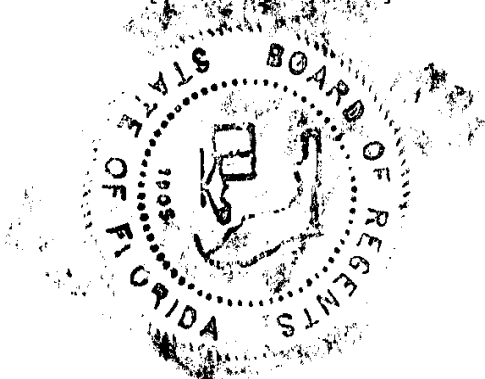
ATTEST:

By: Mary Anne Bestebreurtje

Name: MARY ANNE BESTEBREURTJE

Title: CORPORATE SECRETARY

[CORPORATE SEAL]



DR BK 4313 P60196  
Escambia County, Florida  
INSTRUMENT 98-525798

UNIVERSITY OF WEST FLORIDA  
FOUNDATION, INC., a Florida  
not-for-profit corporation  
"Tenant"

WITNESSES:

*Jeffrey A. Brenner*  
Signature

JEFFREY A. BRENNER  
Printed/Typed Name

By: *Eric Nickelsen*

Name: Eric Nickelsen

Title: President

*Priscilla L. Brea-Gomez*  
Signature

Priscilla L. Brea-Gomez  
Printed/Typed Name

ATTEST:

By: *Robert D. Hart, Jr.*

Name: ROBERT D. HART, JR

Title: SECRETARY

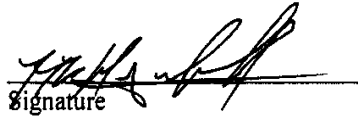


Rev-07/14/98  
Rev-07/17/98  
Rev: 07/20/98  
Rev-08/11/98-  
Rev-08/24/98-  
Rev-09/22/986335-sublease-consolidated

DR BK 4313 P60197  
Escambia County, Florida  
INSTRUMENT 98-525798

**CONCUR**  
**UNIVERSITY OF WEST FLORIDA**

**WITNESSES:**

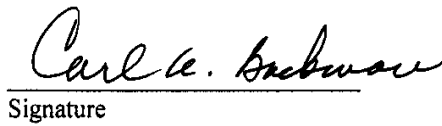
  
Signature

MARTIN H. JOHANNOCICH  
Printed/Typed Name

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

Name: JOHN J. MARTIN

Title: VICE PRESIDENT ADMINISTRATIVE AFFAIRS,  
UNIVERSITY OF WEST FLORIDA

  
Signature

CARL A. BACKMAN  
Printed/Typed Name

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DR BK 4313 P60198  
Escambia County, Florida  
INSTRUMENT 98-525798

STATE OF FLORIDA

COUNTY OF LEON

This Instrument was acknowledged before me this <sup>17th</sup> day of September, 1998, by C. W. Blackwell, as Vice Chancellor, of the Board of Regents of the State of Florida, for and on behalf of The University of West Florida, who is () personally known to me or who () has produced \_\_\_\_\_ as identification.

Gloria R. Baragona  
NOTARY PUBLIC

Gloria R. Baragona  
Printed/Typed Name

My Commission Expires: \_\_\_\_\_



Gloria R. Baragona  
MY COMMISSION # CC733503 EXPIRES  
May 25, 2002  
BONDED THRU TROY PAW INSURANCE, INC.



DR BK 4313 P60199  
Escambia County, Florida  
INSTRUMENT 98-525798

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This Instrument was acknowledged before me this 25<sup>th</sup> day of SEPTEMBER, 1998, by Eric J. Nickelsen, **President** of the University of West Florida Foundation, Inc., a Florida not-for-profit Corporation, on behalf of the corporation, who is (XX) personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

JEFFREY A. BRENNER  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission expires Jan. 3, 2001  
Commission No. CC610381

Jeffrey A. Brenner  
NOTARY PUBLIC

Printed/Typed Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Consented to by the Trustees on the 30<sup>th</sup> day of September, 1998.

By: Daniel T. Crabb  
Name: Daniel T. Crabb, Chief  
Bureau of Public Land Administration  
Services, Division of State Lands,  
Department of Environmental Protection

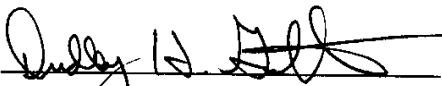
Approved as to Form and Legality  
By: Paul H. Hines

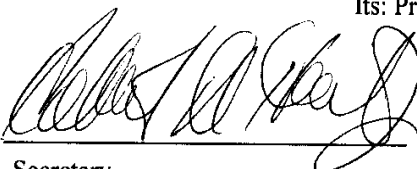
DR BK 4313 P60200  
Escambia County, Florida  
INSTRUMENT 98-525798

**ASSIGNMENT**

University of West Florida Foundation, Inc., hereby pledges, assigns and grants a security interest in the above Lease to the Escambia County Housing Finance Authority and to Regions Bank, as Trustee for the above-described 1998 Bonds.

**UNIVERSITY OF WEST FLORIDA  
FOUNDATION, INC.**

By:   
Its: President

Attest:   
Secretary

OR BK 4313 P60201  
Escambia County, Florida  
INSTRUMENT 98-525798

#### APPENDIX 1

The 1998 Project Property, all of which is located within the area leased to Landlord pursuant to the Lease from the State of Florida Board of Trustees of the Internal Improvement Trust Fund attached hereto as Schedule "1."

Commence at the intersection of the University of West Florida's Southerly Boundary and the Easterly Right-of-Way line of University Parkway (100' Right-of-Way); thence proceed South 82°32'09" East along said Southerly Boundary for a distance of 1133.92 feet to the Point of Beginning; thence departing said Southerly Boundary, proceed North 32°13'01" East for a distance of 357.16 feet to the Southerly Right-of-Way line of College Drive (100' Right-of-Way) and to a point on a curve having a radius of 1198.72 feet; thence proceed Northeasterly along the said Southerly Right-of-Way line and along the arc of said curve for an arc distance of 86.20 feet (Chord = 86.18 feet ~ Chord Bearing = North 83°12'58" East) to the Point of Reverse Curve having a radius of 1207.98 feet; thence proceed Southeasterly along the said Southerly Right-of-Way line and along the arc of said curve for an arc distance of 474.83 feet (Chord = 471.58 feet ~ Chord Bearing = South 87°35'28" East) to the Point of Tangency; thence proceed South 76°20'06" East along the said Southerly Right-of-Way line for a distance of 576.60 feet; thence departing said Southerly Right-of-Way line, proceed South 07°27'51" West for a distance of 324.83 feet to the said Southerly Boundary; thence proceed North 82°32'09" West along said Southerly Boundary for a distance of 1278.02 feet to the Point of Beginning. All lying in and being in Sections 5 and 53, Township-1-South, Range-30-West, Escambia County, Florida and containing 10.00 acres more or less.

OR BK 4313 P60202  
Escambia County, Florida  
INSTRUMENT 98-525798

APPENDIX 2-3  
(COMPOSITE)  
PAGE 1

The 1966 and 1972 Project Property, all of which is located within the area leased to Landlord pursuant to the Lease from the State of Florida Board of Trustees of the Internal Improvement Trust Fund attached hereto as Schedule "1."

A portion of Sections 25 and 27, T-1-N, R-30-W, Escambia County, Florida; being More Particularity described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 9 degrees 57 minutes 07 seconds East, a distance of 3245.41 feet to a capped iron rod L.B.#6783; THENCE North 24 degrees 32 minutes 53 seconds East, a distance of 878.01 feet to a capped iron rod L.B.#6783 and Point of Beginning; THENCE North 32 degrees 05 minutes 21 seconds East, a distance of 88.67 feet to a capped iron rod L.B.#6783; THENCE South 54 degrees 58 minutes 42 seconds East, a distance of 68.93 feet to a capped iron rod L.B.#6783; THENCE South 36 degrees 08 minutes 42 seconds West, a distance of 88.88 feet to a capped iron rod L.B.#6783; THENCE North 54 degrees 42 minutes 01 seconds West, a distance of 62.66 feet to a capped iron rod L.B.#6783 to the PLACE OF ENDING. Containing 0.134 acres more or less.

University of West Florida Dorm Parcel #2

A portion of Sections 25 and 27, T-1-N, R-30-W, Escambia County, Florida; being More Particularity described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 9 degrees 57 minutes 07 seconds East, a distance of 3245.41 feet to a capped iron rod L.B.#6783; THENCE North 33 degrees 14 minutes 15 seconds East, a distance of 564.04 feet to a capped iron rod L.B.#6783 and PLACE OF BEGINNING; THENCE North 10 degrees 35 minutes 00 seconds East, a distance of 313.63 feet to a capped iron rod L.B.#6783; THENCE South 62 degrees 45 minutes 44 seconds East, a distance of 227.09 feet to a capped iron rod L.B.#6783; THENCE South 47 degrees 49 minutes 13 seconds East, a distance of 148.99 feet to a capped iron rod L.B.#6783; THENCE South 31 degrees 30 minutes 07 seconds West, a distance of 296.02 feet to a capped iron rod L.B.#6783; THENCE North 55 degrees 28 minutes 24 seconds West, a distance of 261.26 feet to a capped iron rod L.B.#6783 and PLACE OF ENDING. Containing 0.134 acres more or less.

DR BK 4313 PG0203  
Escambia County, Florida  
INSTRUMENT 98-525798

APPENDIX 2-3  
(COMPOSITE)  
PAGE 2

A portion of Section 27, T-1-N, R-30-W, Escambia County, Florida  
being More Particular described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 23 degrees 18 minutes 20 seconds East, a distance of 3374.07 feet to a capped iron rod L.B.#6783 and PLACE OF BEGINNING; THENCE North 8 degrees 17 minutes 10 seconds East, a distance of 174.52 feet to a capped iron rod L.B.#6783; THENCE North 72 degrees 22 minutes 40 seconds West, a distance of 265.48 feet to a capped iron rod L.B.#6783; THENCE North 59 degrees 01 minutes 18 seconds East, a distance of 123.52 feet to a capped iron rod L.B.#6783; THENCE South 78 degrees 08 minutes 50 seconds East, a distance of 133.26 feet to a capped iron rod L.B.#6783; THENCE North 41 degrees 29 minutes 52 seconds East, a distance of 156.27 feet to a capped iron rod L.B.#6783; THENCE North 71 degrees 22 minutes 12 seconds West, a distance of 95.10 feet to a capped iron rod L.B.#6783; THENCE North 43 degrees 53 minutes 13 seconds East, a distance of 75.20 feet to a capped iron rod L.B.#6783; THENCE South 68 degrees 43 minutes 41 seconds East, a distance of 147.27 feet to a capped iron rod L.B.#6783; THENCE South 22 degrees 42 minutes 13 seconds West, a distance of 228.74 feet to a capped iron rod

L.B.#6783; THENCE South 12 degrees 58 minutes 41 seconds West, a distance of 248.27 feet to a capped iron rod L.B.#6783; THENCE North 77 degrees 02 minutes 08 seconds West, a distance of 68.96 feet to the PLACE OF ENDING. containing 1.5892 acres more or less.

**OR BK 4313 P80204**  
**Escambia County, Florida**  
**INSTRUMENT 98-325798**

**APPENDIX 2-3**  
**(COMPOSITE)**  
**PAGE 3**

A portion of Section 25, T-1-N, R-30-W, Escambia County, Florida  
being More Particular described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 11 degrees 34 minutes 54 seconds West, a distance of 2961.63 feet to a capped iron rod L.B.#6783 and PLACE OF BEGINNING; THENCE North 31 degrees 35 minutes 32 seconds East, a distance of 151.20 feet to a capped iron rod L.B.#6783; THENCE North 56 degrees 36 minutes 13 seconds West, a distance of 60.46 feet to a capped iron rod L.B.#6783; THENCE North 35 degrees 18 minutes 00 seconds East, a distance of 114.94 feet to a capped iron rod L.B.#6783; THENCE South 57 degrees 04 minutes 40 seconds East, a distance of 98.44 feet to a capped iron rod L.B.#6783; THENCE South 33 degrees 11 minutes 00 seconds West, a distance of 56.72 feet to a capped iron rod L.B.#6783; THENCE South 56 degrees 41 minutes 45 seconds East, a distance of 102.83 feet to a capped iron rod L.B.#6783; THENCE South 32 degrees 23 minutes 10 seconds West, a distance of 117.19 feet to a capped iron rod L.B.#6783; THENCE North 56 degrees 47 minutes 45 seconds West, a distance of 45.32 feet to a capped iron rod L.B.#6783; THENCE South 33 degrees 34 minutes 29 seconds West, a distance of 92.15 feet to a capped iron rod L.B.#6783; THENCE North 57 degrees 04 minutes 13 seconds West, a distance of 96.55 feet to the PLACE OF ENDING; containing 0.8089 acres more or less.

DR BK 4313 PG0205  
Escambia County, Florida  
INSTRUMENT 98-525798

APPENDIX 2-3  
(COMPOSITE)  
PAGE 4

A portion of Section 25, T-1-N, R-30-W, Escambia County, Florida  
being More Particulary described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 9 degrees 57 minutes 07 seconds East, a distance of 3245.41 feet to a capped iron rod L.B.#6783 and PLACE OF BEGINNING; THENCE North 39 degrees 10 minutes 07 seconds West, a distance of 98.59 feet to a capped iron rod L.B.#6783; THENCE South 53 degrees 06 minutes 13 seconds West, a distance of 115.10 feet to a capped iron rod L.B.#6783; THENCE North 33 degrees 49 minutes 36 seconds West, a distance of 51.55 feet to a capped iron rod L.B.#6783; THENCE South 54 degrees 35 minutes 08 seconds West, a distance of 101.55 feet to a capped iron rod L.B.#6783; THENCE South 34 degrees 47 minutes 00 seconds East, a distance of 108.91 feet to a capped iron rod L.B.#6783; THENCE South 56 degrees 04 minutes 50 seconds West, a distance of 44.17 feet to a capped iron rod L.B.#6783; THENCE South 33 degrees 26 minutes 37 seconds East, a distance of 93.26 feet to a capped iron rod L.B.#6783; THENCE North 55 degrees 23 minutes 43 seconds East, a distance of 96.72 feet to a capped iron rod L.B.#6783; THENCE North 35 degrees 07 minutes 20 seconds West, a distance of 50.59 feet to a capped iron rod L.B.#6783; THENCE North 52 degrees 59 minutes 58 seconds East, a distance of 173.30 feet to the PLACE OF ENDING. containing 0.7741 acres more or less.

OR BK 4313 P60206  
Escambia County, Florida  
INSTRUMENT 98-525798

APPENDIX 2-3  
(COMPOSITE)  
PAGE 5

A portion of Sections 25 and 27, T-1-N, R-30-W, Escambia County, Florida;  
being More Particular described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 15 degrees 16 minutes 18 seconds East, a distance of 2467.49 feet to a capped iron rod L.B.#6783 and PLACE OF BEGINNING; THENCE North 49 degrees 55 minutes 13 seconds East, a distance of 98.88 feet to a CIR; THENCE North 34 degrees 30 minutes 39 seconds West, a distance of 162.54 feet to a capped iron rod L.B.#6783; THENCE North 54 degrees 57 minutes 29 seconds East, a distance of 79.65 feet to a capped iron rod L.B.#6783; THENCE South 35 degrees 01 minutes 01 seconds East, a distance of 60.88 feet to a capped iron rod L.B.#6783; THENCE North 52 degrees 15 minutes 29 seconds East, a distance of 98.28 feet to a capped iron rod L.B.#6783; THENCE North 33 degrees 56 minutes 39 seconds West, a distance of 115.19 feet to a capped iron rod L.B.#6783; THENCE North 55 degrees 28 minutes 43 seconds East, a distance of 50.53 feet to a capped iron rod L.B.#6783; THENCE North 36 degrees 01 minutes 16 seconds West, a distance of 108.90 feet to a capped iron rod L.B.#6783; THENCE South 55 degrees 22 minutes 40 seconds West, a distance of 106.78 feet to a capped iron rod L.B.#6783; THENCE North 34 degrees 40 minutes 12 seconds West, a distance of 43.51 feet to a capped iron rod L.B.#6783; THENCE South 54 degrees 51 minutes 43 seconds West, a distance of 97.02 feet to a capped iron rod L.B.#6783; THENCE South 32 degrees 54 minutes 57 seconds East, a distance of 110.88 feet to a capped iron rod L.B.#6783; THENCE South 55 degrees 04 minutes 51 seconds West, a distance of 71.41 feet to a capped iron rod L.B.#6783; THENCE South 35 degrees 08 minutes 04 seconds East, a distance of 58.20 feet to a capped iron rod L.B.#6783; THENCE South 56 degrees 01 minutes 48 seconds West, a distance of 101.03 feet to a capped iron rod L.B.#6783; THENCE South 34 degrees 47 minutes 12 seconds East, a distance of 103.02 feet to a capped iron rod L.B.#6783; THENCE North 54 degrees 49 minutes 41 seconds East, a distance of 50.94 feet to a capped iron rod L.B.#6783; THENCE South 35 degrees 26 minutes 59 seconds East, a distance of 112.84 feet to the PLACE OF ENDING. containing 1.6811 acres more or less.



OR BK 4313 PG0207  
Escambia County, Florida  
INSTRUMENT 98-525798

APPENDIX 2-3  
(COMPOSITE)  
PAGE 6

A portion of Section 25, T-1-N, R-30-W, Escambia County, Florida  
being More Particular described as follows:

TO FIND the place of beginning, COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 1 degrees 14 minutes 53 seconds East, a distance of 2362.68 feet to a capped iron rod L.B.#6783 and PLACE OF BEGINNING; THENCE North 54 degrees 43 minutes 22 seconds East, a distance of 63.65 feet to a capped iron rod L.B.#6783; THENCE South 35 degrees 16 minutes 15 seconds East, a distance of 112.11 feet to a capped iron rod L.B.#6783; THENCE North 54 degrees 55 minutes 13 seconds East, a distance of 108.37 feet to a capped iron rod L.B.#6783; THENCE North 30 degrees 46 minutes 02 seconds West, a distance of 173.88 feet to a capped iron rod L.B.#6783; THENCE North 55 degrees 22 minutes 58 seconds East, a distance of 19.06 feet to a capped iron rod L.B.#6783; THENCE North 33 degrees 43 minutes 05 seconds West, a distance of 92.69 feet to a capped iron rod L.B.#6783; THENCE South 57 degrees 00 minutes 25 seconds West, a distance of 92.40 feet to a capped iron rod L.B.#6783; THENCE South 34 degrees 52 minutes 20 seconds East, a distance of 52.96 feet to a capped iron rod L.B.#6783; THENCE South 55 degrees 51 minutes 39 seconds West, a distance of 105.15 feet to a capped iron rod L.B.#6783; THENCE South 30 degrees 11 minutes 53 seconds East, a distance of 106.53 feet to the PLACE OF ENDING. containing 0.8497 acres more or less.

OR BK 4313 P60208  
Escambia County, Florida  
INSTRUMENT 98-525798

#### APPENDIX 4

The 1997 Project Property, all of which is located within the area leased to Landlord pursuant to the Lease from the State of Florida Board of Trustees of the Internal Improvement Trust Fund attached hereto as Schedule "1."

Commence at the intersection of the University of West Florida Southerly boundary line and the Easterly Right-of-Way line of University Parkway (100' R/W) and run thence South 82°32'09" East along said Southerly boundary, a distance of 315.75 feet to a point which is the Point of Beginning. From said Point of Beginning and leaving the said Southerly boundary line, run thence North 32°13'01" East, a distance of 459.76 feet to a point on the Southerly Right-of-Way boundary of College Drive (100' R/W), said point being on a curve concave to the North and having a radius of 1196.72 feet; thence run in a Southeasterly direction along said curve (tangent into the curve bears South 56°38'34" East), through a central angle of 38°04'45", an arc distance of 795.35 feet to a point (chord bears South 75°40'57" East, 780.79 feet); thence leaving the Right-of-Way of College Drive, run South 32°13'01" West, a distance of 157.17 feet to a point on the University of West Florida Southerly boundary line; thence run North 82°32'09" West along said Southerly boundary line, a distance of 818.17 feet to the Point of Beginning.

The above parcel of land is situated in Sections 5 and 53, Township 1 South, Range 30 West, Escambia County, Florida.



Schedule 1  
Department of  
Environmental Protection

DR BK 4313 P60209  
Escambia County, Florida  
INSTRUMENT 98-525798

Lawton Chiles  
Governor

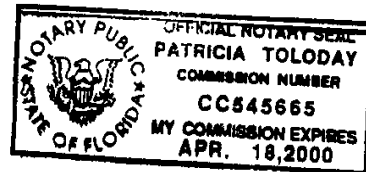
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Virginia B. Wetherell  
Secretary

March 19, 1997

I acknowledge that the attached is a copy of the original of Lease No. 2722.

*Patricia Toloday*  
*March 18, 1997*



*"Protect, Conserve and Manage Florida's Environment and Natural Resources"*

*Printed on recycled paper.*

OR BK 4313 PG0210  
Escambia County, Florida  
INSTRUMENT 98-525798

STATE OF FLORIDA  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 2722

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund is directed and authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and the FLORIDA BOARD OF REGENTS, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Escambia, State of Florida, together with the improvements thereon:

All those certain lands known as University of West Florida properties as described in deeds from Escambia County, Florida and Santa Rosa Island Authority to the Trustees of the Internal Improvement Fund and recorded in Official Records Book 458, Pages 607-609, and from State of Florida Board of Education to the State of Florida Board of Trustees of the Internal Improvement Trust Fund and recorded in Official Records Book 528, Pages 987-989, all of the public records of Escambia County, Florida.

LEGAL DESCRIPTION APPROVED  
AND  
THIS INSTRUMENT WAS PREPARED BY  
JAMES T. WILLIAMS  
ELLIOT BUILDING  
TALLAHASSEE, FLORIDA 32304

OR BK 4313 P60211  
Escambia County, Florida  
INSTRUMENT 98-525798

No. 2722

Page 2

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for public purposes. As used in this agreement, the term "public purposes" shall mean all or any of the purposes, actions or uses which the law authorizes to be done or performed by the lessee or by any of the officers, agents or employees of the lessee for and on behalf of the lessee. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

6. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

No. \_\_\_\_\_

Page \_\_\_\_\_

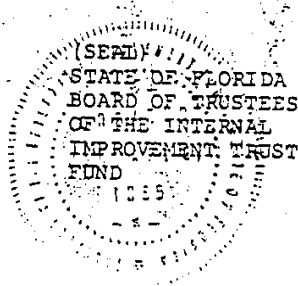
OR BK 4313 P60212  
Escambia County, Florida  
INSTRUMENT 98-525798

8. This agreement is for public purposes and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described after written notice to and right of rejection by the lessor.

9. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from any and all claims, actions, law suits and demands of any kind or nature arising out of this agreement.

10. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1974, and the Board of Regents has duly executed same and has affixed its official seal hereto this 22nd day of January, A.D., 1974.



RCD Oct 01, 1998 04:50 pm  
Escambia County, Florida  
Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-525798

(SEAL)  
BOARD OF REGENTS

*Hubert H. White*  
Governor  
*Richard L. Stone*  
Secretary of State  
*Robert L. Klein*  
Attorney General  
*Frederic K. Kussow*  
Comptroller  
*Thomas W. Smalley*  
Treasurer  
*Wayne T. Christian*  
Commissioner of Education  
*DeB Conner*  
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

BOARD OF REGENTS

By *Robert B. Mautz*  
Chairman

ATTEST:

*Anders Cleaver*

Prepared by, and after recording return, to:

Office of General Counsel  
University of West Florida  
11000 University Parkway, Building 10  
Pensacola, Florida 32514

## **FIFTH AMENDMENT TO SUBLEASE AGREEMENT**

**THIS FIFTH AMENDMENT TO SUBLEASE AGREEMENT** (“Amendment No. 5”), is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2024, by and between The University of West Florida Board of Trustees (“Landlord”) and the University of West Florida Foundation, Inc. (“Tenant”).

### **WITNESSETH:**

**WHEREAS**, Landlord is authorized to enter this Amendment No. 5 pursuant to Section 1013.171, Florida Statutes, and Lease Agreement No. 2722 between the State of Florida Board of Trustees of the Internal Improvement Trust Fund (the “BTITF”) and the Board of Regents of the State of Florida, dated January 22, 1974, as amended from time to time, and as modified by that certain Lease Modification Agreement by and between the BTITF and the University of West Florida Board of Trustees dated as of February, 2007 (the Lease and all amendments collectively referred to herein as the “Master Lease”); and

**WHEREAS**, Landlord (through its predecessors in interest and itself) and Tenant previously entered into a Sublease Agreement dated as of September 1, 1998 (the “Original Sublease”), as amended by that certain First Amendment to Sublease Agreement dated as of October 1, 1999, that certain Second Amendment to Sublease Agreement dated as of August 1, 2002, that certain Third Amendment to Sublease dated as of April 1, 2009, and that certain Fourth Amendment to Sublease dated September 27, 2018 (the Original Sublease and all amendments collectively referred to herein as the “Foundation Sublease”); and

**WHEREAS**, Tenant has caused to be constructed certain student housing facilities that are operated and maintained as the Student Housing System for the University of West Florida; and

**WHEREAS**, the parties desire to remove from the Student Housing System for the University of West Florida and from the Foundation Sublease each of the remaining “Southside Village Resident Hall” housing units and related real property known as UWF Buildings 26, 27, 28, 29, 30, 31, 33, 34, and 35, which are part of the Student Housing System for the University of West Florida.

**NOW, THEREFORE**, for and in consideration of the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PROPERTY DEFINITION CHANGE.** The real property and related improvements described on **Exhibit A**, attached hereto and incorporated herein by reference, are hereby removed from the defined term “Property” in the Foundation Sublease.

2. **RATIFICATION.** Except as modified hereby, all terms, covenants and conditions of the Foundation Sublease shall remain in full force and effect and are hereby ratified and affirmed.
3. **CONFLICT.** In the event of a conflict between the terms of this Amendment No. 5 and the Foundation Sublease, the terms of this Amendment No. 5 shall control.
4. **CAPITALIZED TERMS.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Foundation Sublease.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 the day and year first written above.

Signed, Sealed, and Delivered in Our Presence as witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_

LANDLORD:

The University of West Florida Board of Trustees

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair

TENANT:

University of West Florida Foundation, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, in the capacity as Chair of The University of West Florida Board of Trustees, who is (\_\_\_\_) personally known to me or who (\_\_\_\_) produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, in his capacity as President of The University of West Florida Foundation, Inc., who is (\_\_\_\_) personally known to me or who (\_\_\_\_) produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**Exhibit A**  
**CONSOLIDATED DESCRIPTIONS**

Southside Dorms 26, 27, 28, 29, 30, 31  
Parcel 8

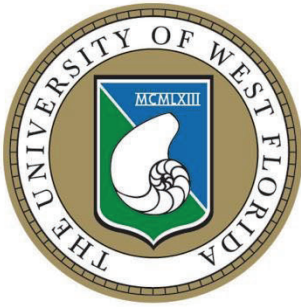
A portion of Sections 25 and 27; T-1-N, R-30-W, Escambia County, Florida; being more particularly described as follows:

COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the south Boundary line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the west line of University Parkway (a 100' R/W); THENCE North 15 degrees 16 minutes 18 seconds East, a distance of 2467.49 feet to a capped iron rod L.B. #6783 and PLACE OF BEGINNING; THENCE North 49 degrees 55 minutes 13 seconds East, a distance of 98.88 feet to a CIR; THENCE North 34 degrees 30 minutes 39 seconds West, a distance of 162.54 feet to a capped iron rod L.B. #6783; THENCE North 54 degrees 57 minutes 29 seconds East, a distance of 79.65 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 01 minutes 01 seconds East, a distance of 60.88 feet to a capped iron rod L.B. #6783; THENCE North 52 degrees 15 minutes 29 seconds East, a distance of 98.28 feet to a capped iron rod L.B. #6783; THENCE North 33 degrees 56 minutes 39 seconds West, a distance of 115.19 feet to a capped iron rod L.B. #6783; THENCE North 55 degrees 28 minutes 43 seconds East, a distance of 50.53 feet to a capped iron rod L.B. #6783; THENCE North 36 degrees 01 minutes 16 seconds West, a distance of 108.90 feet to a capped iron rod L.B. #6783; THENCE South 55 degrees 22 minutes 40 seconds West, a distance of 106.78 feet to a capped iron rod L.B. #6783; THENCE North 34 degrees 40 minutes 12 seconds West, a distance of 43.51 feet to a capped iron rod L.B. #6783; THENCE South 54 degrees 51 minutes 43 seconds West, a distance of 97.02 feet to a capped iron rod L.B. #6783; THENCE South 32 degrees 54 minutes 57 seconds East, a distance of 110.88 feet to a capped iron rod L.B. #6783; THENCE South 55 degrees 04 minutes 51 seconds West, a distance of 71.41 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 08 minutes 04 seconds East, a distance of 58.20 feet to a capped iron rod L.B. #6783; THENCE South 56 degrees 01 minutes 48 seconds West, a distance of 101.03 feet to a capped iron rod L.B. #6783; THENCE South 34 degrees 47 minutes 12 seconds East, a distance of 103.02 feet to a capped iron rod L.B. #6783; THENCE North 54 degrees 49 minutes 41 seconds East, a distance of 50.94 feet to a capped iron rod L.B. #6783; THENCE South 35 degrees 26 minutes 59 seconds East, a distance of 112.84 feet to the PLACE OF ENDING, containing 1.6811 acres more or less.

Southside Dorms 33, 34, 35  
Parcel 9

A portion of Section 25; T-1-N; R-30-W, Escambia County, Florida being more particularly described as follows:

COMMENCE at a Concrete Monument at the Northwest corner of Autumn Chase Subdivision as recorded in Plat Book 10 at page 93 of the Public records of said County also being the most Southern Southwest corner of the University of West Florida Property; THENCE South 81 degrees 44 minutes 58 seconds East, and along the South Boundary Line of University of West Florida a distance of 2310.63 feet to a F.D.O.T. capped Iron Rod on the West line of University Parkway (a 100' R/W); THENCE North 9 degrees 57 minutes 07 seconds East, a distance of 3245.41 feet to a capped iron rod L.B. #6783 and PLACE OF BEGINNING; THENCE North 39 degrees 10 minutes 07 seconds West, a distance of 98.59 feet to a capped iron rod L.B. #6783; THENCE South 53 degrees 06 minutes 13 seconds West, a distance of 115.10 feet to a capped iron rod L.B. #6783; THENCE North 33 degrees 49 minutes 36 seconds West, a distance of 51.55 feet to a capped iron rod L.B. #6783; THENCE South 54 degrees 35 minutes 08 seconds West, a distance of 101.55 feet to a capped iron rod L.B. # 6783; THENCE South 34 degrees 47 minutes 00 seconds East, a distance of 108.91 feet to a capped iron rod L.B. #6783; THENCE South 56 degrees 04 minutes 50 seconds West, a distance of 44.17 feet to a capped iron rod L.B. #6783; THENCE South 33 degrees 26 minutes 37 seconds East, a distance of 93.26 feet to a capped iron rod L.B. #6783; THENCE North 55 degrees 23 minutes 43 seconds East, a distance of 96.72 feet to a capped iron rod L.B. #6783; THENCE North 35 degrees 07 minutes 20 seconds West, a distance of 50.59 feet to a capped iron rod L.B. #6783; THENCE North 52 degrees 59 minutes 58 seconds East, a distance of 173.30 feet to the PLACE OF ENDING, containing 0.7741 acres more or less.



**Office of the Vice President of  
Finance and Administration**  
11000 University Parkway  
Pensacola, FL 32514

December 19, 2023

Regions Bank  
1900 5th Avenue North, 25th Floor  
Birmingham, Alabama 35203  
Attn: Carmen J. Kilgore, VP, CCTP  
carmen.kilgore@regions.com

Re: University of West Florida Foundation, Inc.  
Dormitory Refunding Revenue Bonds Series 2016A

Dear Ms. Kilgore:

I am writing to follow-up on the conversation you recently had with Dan Lucas, Associate Vice President, Division of University Advancement and Chief Financial Officer, University of West Florida Foundation, Inc.

The purpose of this letter is to advise, and certify to, Regions Bank (“Trustee”) pursuant to Section 4.01(q)(ii) of the Trust Indenture that the University of West Florida (“UWF”) intends to permanently discontinue use of nine (9) Southside Village Residence Halls, commonly referred to as Unit Nos. 26, 27, 28, 29, 30, 31, 33, 34, and 35 (the “Substandard Units”), for student housing purposes. The Official Statement dated November 18, 2016, pertaining to the issuance of the Series 2016A Bonds, Page 18, describes the Southside Village Residence Halls and evidences that all of them were taken offline at the beginning of the 2016/2017 academic year and the potential for some or all of the housing units to be removed from the Dormitory System in accordance with the Trust Indenture. The Substandard Units are of inadequate quality to continue to be used as a part of the Dormitory System due to their condition and are being removed from the system. To effectuate the change, following approval from the Board of Trustees, UWF and the University of West Florida Foundation, Inc. will enter into an amendment to the Sublease Agreement dated September 1, 1998, as amended (the “Sublease”), in substantially the form enclosed, removing the Substandard Units from the Sublease.

I trust this letter will suffice for the purpose of meeting the Trust Indenture requirements. Should you have any questions, please do not hesitate to call me. Additionally, we would appreciate it if you would acknowledge your receipt of this letter to us so that we have a complete record of our activities for our files.

Best Regards,

DocuSigned by:  
  
71C3EFD764734AC...

Betsy Bowers  
Vice President for Finance & Administration

Enclosure: Draft Amendment to Sublease

office 850.474.2210

[uwf.edu](http://uwf.edu)

**Board of Trustees**  
**Finance, Facilities, and Operations Committee**  
**February 15, 2024**

Revised UWF Regulation 4.002 Waiver of Tuition and Fees

---

**Recommended Action:**

Approve the revisions to UWF Regulation 4.002 Waiver of Tuition and Fees.

**Background Information:**

This regulation was last updated in August of 2009. In keeping with the Board of Governors' updates to Regulation BOG 7.008 Waiver and Exemptions of Tuition and Fees, the UWF regulation needed to be updated as well.

- Section I: Updated for relevant authority and guidance
- Section II: Updated for Statutory waivers and exemptions
- Section III: Updated for Discretionary waivers and exemptions
- Section IV: Updated for University of West Florida waivers, formerly late fees
- Section V: Updated for Late Fees and Appeals, formerly the Institutional authority over waivers

**Implementation Plan:**

Effective immediately upon adoption. Because this regulation is a select regulation pertaining to tuition, it must be approved by the Board of Governors to become effective. This regulation will be forwarded to the BOG for approval following BOT action.

**Fiscal Implications:**

Annually \$11.8 million in Statutory, Discretionary, and Institutional waivers and exemptions that are applied at UWF.

**Relevant Authority:**

Florida Statute 1009.26 Fee Exemptions and Florida Board of Governors Regulation 7.008 Waiver of Exemptions of Tuition and Fees

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**Supporting Documents:**

1. UWF/REG 4.002 Waiver of Tuition and Fees (clean)
2. UWF/REG 4.002 Waiver of Tuition and Fees (redline)
3. BOG Regulation 7.008

**Prepared by:**

1. Jeffrey A. Djerlek, Associate Vice President of Finance and University Controller, x2759, [jdjerlek@uwf.edu](mailto:jdjerlek@uwf.edu)
2. Audrey H. Liss, Associate Controller of Cashiers & Student Accounts, x3036, [aliss@uwf.edu](mailto:aliss@uwf.edu)

**Presenter:**

Jeffrey A. Djerlek, Associate Vice President of Finance and University Controller



**Number:** UWF/REG-4.002  
**Title:** Waiver of Tuition and Fees  
**Responsible**  
**Department:** Controller's Office

## **I. General Statement:**

Pursuant to Section 1009.26, Florida Statutes, and Florida Board of Governors ("BOG") Regulation 7.008, Waiver and Exemptions of Tuition and Fees, the University of West Florida (the "University") is authorized to waive tuition, non-resident tuition, and associated fees for purposes that support and enhance the mission of the University. The University shall report the purpose, number, authority, and value of all fee waivers and exemptions granted annually in a format prescribed by the BOG.

## **II. Statutory Waivers and Exemptions**

As set forth in detail in Section 1009.26, Florida Statutes, and BOG Regulation 7.008, Waiver and Exemptions of Tuition and Fees, the following tuition and fee exemptions are considered mandatory for the following categories:

- A. A child or spouse of a Deceased Law Enforcement Officer;
- B. A child or spouse of a Deceased Firefighter;
- C. A child or spouse of a Deceased Emergency Medical Technician or Paramedic;
- D. A child of a Deceased Teacher or School Administrator;
- E. A child or spouse of a Deceased Active Duty Member of the United States Armed Forces;
- F. Wrongfully incarcerated persons;
- G. Students in Dual Enrollment or Early Admissions Programs (accelerated students who are earning credit for both a high school diploma and an associate or baccalaureate degree or are in dual enrollment or early admission programs);
- H. Florida Department of Children and Families eligible students;
- I. Homeless Children and Youths;
- J. Child Protection and Child Welfare Personnel;
- K. School Psychology Training Program graduate student interns;
- L. Purple Heart Recipients and other superior combat decoration recipients;
- M. Undocumented students for federal immigration purposes;
- N. Honorably discharged Veterans of the armed services, reserves, and national guard;
- O. Active Duty members of the U.S. Armed Forces;
- P. Veterans, Active Duty, Spouses and Dependents (transcript fee);

- Q. Disabled Veterans;
- R. Eligible students in the State University System Online Free Seat program;
- S. Eligible students in Programs of Strategic Emphasis;
- T. Eligible students in the Resident Grandparent program;
- U. Eligible students in the Welfare Transition program;
- V. State Employees; and
- W. Eligible students in an approved Apprenticeship Program.

### **III. Discretionary Waivers and Exemptions**

The following tuition and fee exemptions and waivers are authorized by the BOG and may be granted at the discretion of the University consistent with Section 1009.26, Florida Statutes, and BOG Regulation 7.008, Waiver and Exemptions of Tuition and Fees. Not all discretionary waivers are honored by the University. Refer to <https://uwf.edu/tuitionwaivers> for additional information.

- A. Eligible students in the Florida Linkage institutes;
- B. Students eligible for the Florida public assistance grant;
- C. Eligible Intern Supervisors;
- D. University Employees;
- E. Florida Residents 60 years of age or older;
- F. Full-time Public-School Classroom Teachers;
- G. Participants in Sponsored Credit Courses and Programs;
- H. Non-degree seeking non-resident students;
- I. Eligible students for an admissions deposit waiver; and
- J. Intercollegiate Student Athletes receiving athletic scholarships.

### **IV. University of West Florida Waivers**

Pursuant to the authority of the Board of Trustees, the following waivers are also available to students that meet specific eligibility requirements:

- A. Graduate Assistants;
- B. Online Program Waivers; and
- C. Intercollegiate Student Athletes assessed the out-of-state fee.

### **V. Late Fees**

The University will, upon appeal of the student, waive the late registration, late payment, and reinstatement fee when the University determines:

- A. The University is primarily responsible for the delinquency; or
- B. Extraordinary circumstances beyond the control of the student prevented registration or the payment of fees.

**Effective Date:** [date]

**Authority:** §§ 1001.74, 1001.75, 1009.24, and 1009.26, Fla. Stat.

**History:** Adopted as Rule 6C6.4.02 December 1980 and amended November 2003, August 2004, and July 2005; converted to UWF/REG 4.002 July 2005 and amended August 2006, August 2009, and [date]

**Last review:** [date]





**Number:** UWF/REG-4.002  
**Title:** Waiver of Tuition and Fees  
**Responsible**  
**Department:** Controller's Office

**I. General Statement:**

- ~~A. The University will waive tuition and fees as required in Section 1009.26, F.S.~~
- ~~B. The University will waive the tuition and mandatory fees for Florida residents 60 years of age or older under the conditions set forth in Section 1009.26, F.S.~~
- ~~C. The University will waive the out of state per credit hour fees for qualified students from Alabama, and instead, charge the Alabama Differential out of state fee.~~
- ~~D. The University will, upon appeal of the student, waive the late registration, late payment and/or reinstatement fee when the University determines:
  - ~~1. The University is primarily responsible for the delinquency, or~~
  - ~~2. Extraordinary circumstances beyond the control of the student prevented registration or the payment of fees.~~~~
- ~~E. The President of the University or designee is authorized to waive tuition, out of state fees and associated fees, for purposes which support and enhance the mission of the University. With the exception of waivers provided to individuals as a result of extenuating circumstances, all such waivers shall be reported by the President or designee to the Board of Trustees at the time of implementation.~~

~~Pursuant to Section 1009.26, Florida Statutes, and Florida Board of Governors ("BOG") Regulation 7.008, Waiver and Exemptions of Tuition and Fees, the University of West Florida (the "University") is authorized to waive tuition, non-resident tuition, and associated fees for purposes that support and enhance the mission of the University. The University shall report the purpose, number, authority, and value of all fee waivers and exemptions granted annually in a format prescribed by the BOG.~~

**II. Statutory Waivers and Exemptions**

As set forth in detail in Section 1009.26, Florida Statutes, and BOG Regulation 7.008, Waiver and Exemptions of Tuition and Fees, the following tuition and fee exemptions are considered mandatory for the following categories:

- A. A child or spouse of a Deceased Law Enforcement Officer;
- B. A child or spouse of a Deceased Firefighter;
- C. A child or spouse of a Deceased Emergency Medical Technician or Paramedic;
- D. A child of a Deceased Teacher or School Administrator;
- E. A child or spouse of a Deceased Active Duty Member of the United States Armed Forces;
- F. Wrongfully incarcerated persons;
- G. Students in Dual Enrollment or Early Admissions Programs (accelerated students who are earning credit for both a high school diploma and an associate or baccalaureate degree or are in dual enrollment or early admission programs);
- H. Florida Department of Children and Families eligible students;
- I. Homeless Children and Youths;
- J. Child Protection and Child Welfare Personnel;
- K. School Psychology Training Program graduate student interns;
- L. Purple Heart Recipients and other superior combat decoration recipients;
- M. Undocumented students for federal immigration purposes;
- N. Honorably discharged Veterans of the armed services, reserves, and national guard;
- O. Active Duty members of the U.S. Armed Forces;
- P. Veterans, Active Duty, Spouses and Dependents (transcript fee);
- Q. Disabled Veterans;
- R. Eligible students in the State University System Online Free Seat program;
- S. Eligible students in Programs of Strategic Emphasis;
- T. Eligible students in the Resident Grandparent program;
- U. Eligible students in the Welfare Transition program;
- V. State Employees; and
- W. Eligible students in an approved Apprenticeship Program.

### **III. Discretionary Waivers and Exemptions**

The following tuition and fee exemptions and waivers are authorized by the BOG and may be granted at the discretion of the University consistent with Section 1009.26, Florida Statutes, and BOG Regulation 7.008, Waiver and Exemptions of Tuition and Fees. Not all discretionary waivers are honored by the University. Refer to <https://uwf.edu/tuitionwaivers> for additional information.

- A. Eligible students in the Florida Linkage institutes;
- B. Students eligible for the Florida public assistance grant;
- C. Eligible Intern Supervisors;
- D. University Employees;
- E. Florida Residents 60 years of age or older;
- F. Full-time Public-School Classroom Teachers;
- G. Participants in Sponsored Credit Courses and Programs;
- H. Non-degree seeking non-resident students;

- I. Eligible students for an admissions deposit waiver; and
- J. Intercollegiate Student Athletes receiving athletic scholarships.

#### **IV. University of West Florida Waivers**

Pursuant to the authority of the Board of Trustees, the following waivers are also available to students that meet specific eligibility requirements:

- A. Graduate Assistants;
- B. Online Program Waivers; and
- C. Intercollegiate Student Athletes assessed the out-of-state fee.

#### **V. Late Fees**

The University will, upon appeal of the student, waive the late registration, late payment, and reinstatement fee when the University determines:

- A. The University is primarily responsible for the delinquency; or
- B. Extraordinary circumstances beyond the control of the student prevented registration or the payment of fees.

**Effective Date:** [date]

**Authority:** §§ 1001.74, 1001.75, 1009.24, and 1009.26, Fla. Stat.

**History:** Adopted as Rule 6C6.4.02 December 1980 and amended November 2003, August 2004, and July 2005; converted to UWF/REG 4.002 July 2005 and amended August 2006, August 2009, and [date]

**Last review:** [date]

## 7.008 Waivers and Exemptions of Tuition and Fees

(1) Each university board of trustees is authorized to waive tuition, non-resident tuition and associated fees for purposes that support and enhance the mission of the university. All tuition, non-resident tuition and associated fees waived must be based on regulations that are adopted by the university board of trustees and where applicable, consistent with regulations adopted by the Board of Governors.

(2) Each university shall have an individual designated as the university liaison to handle student issues and/or questions regarding waivers and exemptions. The name and contact information of the liaison must be published on the university's website and provided to each student who is exempt from the payment of student tuition and fees pursuant to section 1009.25, Florida Statutes.

(3) The following categories of tuition and fee exemptions and waivers are established pursuant to Florida Statute and are considered mandatory:

(a) Deceased Law Enforcement, Correctional, or Correctional Probation Officers Employed by the State or Political Subdivision thereof – Each university board of trustees shall waive certain educational expenses that the child or spouse of the deceased officer incurs while obtaining an undergraduate education or a postgraduate education if a law enforcement, correctional, or correctional probation officer is accidentally killed or receives accidental bodily injury which results in the loss of the officer's life while engaged in the performance of the officer's law enforcement duties on or after June 22, 1990, or is unlawfully and intentionally killed or dies as a result of such unlawful and intentional act on or after July 1, 1980, while the officer was employed by a political subdivision of the state.

1. The amount waived by the university must be in an amount equal to the cost of tuition and associated fees for a total of 120 credit hours. The child or spouse may attend on either a full-time or part-time basis. The benefits provided to a child under this section shall continue until the child's 25th birthday. The benefits provided to a spouse under this subsection must commence within five (5) years after the death occurs, and entitlement thereto shall continue until the 10th anniversary of that death.
2. Upon failure of any child or spouse who receives a waiver in accordance with this subsection to comply with the ordinary and minimum requirements regarding discipline and scholarship of the institution attended, such benefits must be withdrawn as to the child or spouse and no further moneys may be expended for the child's or spouse's benefits so long as such failure or delinquency continues.
3. Only a student in good standing in his or her respective university

may receive the benefits provided in this subsection.

4. A child or spouse receiving benefits under this subsection must be enrolled according to the customary rules and requirements of the university attended.

(b) Deceased Firefighters Employed by the State or a Political Subdivision thereof - Each university board of trustees shall waive certain educational expenses that the child or spouse of the deceased firefighter incurs while obtaining an undergraduate education or a postgraduate education if a firefighter is accidentally killed or receives accidental bodily injury which results in the loss of the firefighter's life while engaged in the performance of the firefighter's duties on or after June 22, 1990, or is unlawfully and intentionally killed or dies as a result of such unlawful and intentional act on or after July 1, 1980, while the firefighter was employed by a political subdivision of the state.

1. The amount waived by the university must be in an amount equal to the cost of tuition and associated fees for a total of 120 credit hours. The child or spouse may attend on either a full-time or part-time basis. The benefits provided to a child under this section shall continue until the child's 25th birthday. The benefits provided to a spouse under this subsection must commence within five (5) years after the death occurs, and entitlement thereto shall continue until the 10th anniversary of that death.
2. Upon failure of any child or spouse who receives a waiver in accordance with this subsection to comply with the ordinary and minimum requirements regarding discipline and scholarship of the institution attended, such benefits must be withdrawn as to the child or spouse and no further moneys may be expended for the child's or spouse's benefits so long as such failure or delinquency continues.
3. Only a student in good standing in his or her respective university may receive the benefits provided in this subsection.
4. A child or spouse receiving benefits under this subsection must be enrolled according to the customary rules and requirements of the university attended.

(c) Deceased Emergency Medical technician or Paramedic Employed by the State or Political Subdivision thereof - Each university board of trustees shall waive certain educational expenses that the child or spouse of a deceased emergency medical technician or paramedic incurs while obtaining an undergraduate education or postgraduate education if an emergency medical technician or paramedic is accidentally killed or receives an accidental bodily injury that subsequently results in the loss of the emergency medical

technician's or paramedic's life while engaged in the performance of his or her duties on or after July 1, 2019.

1. The amount waived by the university must be in an amount equal to the cost of tuition and associated fees for a total of 120 credit hours. The child or spouse may attend on either a full-time or part-time basis. The benefits provided to a child under this section must continue until the child's 25<sup>th</sup> birthday. The benefits provided to a spouse under this subsection must commence within five (5) years after the death occurs, and entitlement thereto may continue until the 10<sup>th</sup> anniversary of that death.
2. Upon failure of any child or spouse who receives a waiver in accordance with this subsection to comply with the ordinary and minimum requirements regarding discipline and scholarship of the institution attended, such benefits to the child or spouse must be withdrawn and no further moneys may be expended for the child's or spouse's benefits so long as such failure or delinquency continues.
3. Only a student in good standing in his or her respective university may receive the benefits provided in this subsection.
4. A child or spouse receiving benefits under this subsection must be enrolled according to the customary rules and requirements of the university attended.

(d) Deceased Teacher or School Administrator Employed by a Florida District school Board – Each university board of trustees shall waive certain educational expenses that the child of the deceased teacher or school administrator incurs while obtaining an undergraduate education or a postgraduate education if the teacher or school administrator is killed or is injured and dies as a result of an unlawful and intentional act, provided such killing or injury inflicted by another person and the motivation for the act is related in whole or part to the fact that the individual is a teacher or school administrator, or such act is inflicted while he or she is engaged in the performance of teaching duties or school administration duties while employed by a Florida district school board. The amount waived by the university shall be an amount equal to the cost of tuition and associated fees for a total of 120 credit hours at a university. The child may attend on either a full-time or part-time basis. The benefits provided under this paragraph shall continue until the child's 25<sup>th</sup> birthday.

1. Upon failure of any child benefited by the provisions of this paragraph to comply with the ordinary and minimum requirements of the university attended, both as to discipline and scholarship, the benefits shall be withdrawn as to the child and no further moneys may be expended for the child's benefits so long as such failure or delinquency continues.

2. A student who becomes eligible for benefits under the provisions of this paragraph while enrolled in a university must be in good standing with the institution to receive the benefits provided herein.
3. A child receiving benefits under this paragraph must be enrolled according to the customary rules and requirements of the university attended.

(e) Deceased Active Duty Member of the United State Armed Forces – Each university board of trustees must waive certain educational expenses that the child or spouse of the deceased active duty United States Armed Forces member incurs while obtaining an undergraduate education or a postgraduate education if a member is killed or receives bodily injury while on active duty which results in the loss of the member’s life, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted. Members of the Florida National Guard who are killed, or who die as the result of injuries incurred, while on active duty qualify for educational benefits as a member of the United States Armed Forces as provided in this subsection.

1. The amount waived by the university must be in an amount equal to the cost of tuition and associated fees for a total of 120 credit hours. The child or spouse may attend on either a full-time or part-time basis. The benefits provided to a child under this section must continue until the child’s 25<sup>th</sup> birthday. The benefits provided to a spouse under this subsection must commence within five (5) years after the death occurs and may continue until the 10<sup>th</sup> anniversary of that death.
2. Upon failure of any child or spouse who receives a waiver in accordance with this subsection to comply with the ordinary and minimum requirements regarding discipline and scholarship of the institution attended, such benefits to the child or spouse must be withdrawn and no further moneys may be expended for the child’s or spouse’s benefits so long as such failure or delinquency continues.
3. Only a student in good standing in his or her respective university may receive the benefits provided in this subsection.
4. A child or spouse receiving benefits under this subsection shall be enrolled according to the customary rules and requirements of the university attended.

(f) Wrongfully Incarcerated – A university shall waive tuition and associated fees for up to 120 hours of instruction if the wrongfully incarcerated person meets and maintains the regular admission requirement of the university; remains registered and makes satisfactory academic progress as defined by the university in which the person is enrolled. A wrongfully incarcerated person is someone who has had a felony conviction and sentence vacated by a court and the original sentencing court has issued its order finding that the person

neither committed the act, nor did not aid, abet or act as an accomplice or accessory to the act or offense.

(g) Acceleration – Each university board of trustees shall exempt from the payment of registration, tuition, and laboratory fees, any student who chooses to participate in dual enrollment programs and who meets eligibility requirements in accordance with Board of Governors Regulation 6.006 and university policy. Early admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree.

(h) Florida Department of Children and Families - Each university board of trustees shall exempt from the payment of tuition and associated fees, including lab fees, any student who was the subject of a shelter proceeding, a dependency proceeding, or a termination of parental rights proceeding, and:

1. Is, or was at the time he or she reached the age of 18, in out-of-home care;
2. Is, or was at the time he or she reached 18 years of age, in the custody of a relative or nonrelative pursuant to section 39.5085 or section 39.6225, Florida Statutes;
3. After spending at least 6 months in the custody of the Department of Children and Families after reaching 16 years of age, was placed in a guardianship by the court;
4. After reaching 14 years of age and therefore spending at least 18 months in out-of-home care, was reunited with his or her parent or parents who were the subject of the dependency proceeding before he or she reaches 18 years of age, including a student who is reunited under section 39.8155. For a student to be eligible under this subparagraph, the student must be Pell Grant-eligible, and the entity imposing the tuition and fees must verify such eligibility;
5. Was adopted from the Department of Children and Families after May 5, 1997;
6. Was placed in a permanent guardianship, regardless of whether the caregiver participates or participated in the Relative Caregiver Program under section 39.5085, Florida Statutes, and remains in such guardianship until the student either reaches 18 years of age or, if before reaching 18 years of age, he or she enrolls in an eligible institution.

Any student requesting this exemption must provide certification of eligibility from the Department of Children and Families or its contracted providers to the university in which the student seeks to enroll. This exemption shall remain valid up until the time the student reaches the age of 28.

(i) Homeless Children and Youths – Each university board of trustees shall



exempt from the payment of tuition and fees, including lab fees, any student who meets the definition of homeless children and youths in section 725 of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. section 11434a. This includes a student who would otherwise meet the requirements of this section, as determined by a university, but for his or her residence in college or university dormitory housing. Documentation of a student's circumstance must be considered to be adequate if it meets the standards under 20 U.S.C. section 1087uu-2(a). A university must maintain the original documentation submitted by the student regarding his or her eligibility for the tuition and fee exemption under section 1009.25, F. S., and may not make additional requests for such documentation. Any student who is determined to be a homeless child or youth for a preceding award year is presumed to be a homeless child or youth for each subsequent year unless the student informs the institution that the student's circumstances have changed or the institution has specific conflicting information about the student's independence, and has informed the student of this information.

(j) Child Protection and Child Welfare Personnel – Employees as defined in section 402.403, Florida Statutes, who are enrolled in an accredited master's degree in social work or a certificate program, and maintain at least a grade of 'B' in all courses are exempt from tuition and fees.

1. Eligible employees shall have an approved Department of Children and Families, community-based agency or a subcontractor waiver form stating that the necessary employment qualifications have been met.

(k) School Psychology Training Program – Each university board of trustees shall waive tuition and associated fees for internship credit hours applicable to an internship in the public school system under the supervision of the Florida

Department of Education certified school psychologist employed by the school system for any graduate student.

(l) Purple Heart Recipients – Each university board of trustees shall waive undergraduate tuition and associated fees for each recipient of a Purple Heart, or another combat decoration superior in precedence which was awarded for valor, and who:

1. Is enrolled as a full-time, part-time, or summer-school student in an undergraduate program that terminates in a degree or certificate;
2. Is currently, or was at the time of the military action that resulted in the awarding of the Purple Heart or other combat decoration superior in precedence, a resident of this state; and
3. Submits to the university the DD-214 form issued at the time of separation from service as documentation that the student has received a Purple Heart or another combat decoration superior in precedence. In

situations where admissions or financial aid application deadlines preclude providing a DD-214 in time to meet such a deadline, the official (service specific) transmitting correspondence that would normally accompany such an award to a previously discharged service member would suffice until an updated DD-214 could be obtained and presented to the postsecondary institution. However, the updated DD-214 must be submitted to the postsecondary institution by the start of the student's next term of enrollment for continued eligibility for the waiver. In situations where a service member is on active duty and has not been issued a DD-214, the official (service specific) transmitting correspondence that would normally accompany such an award or a certification of the appropriate combat award by the service specific administrative record holder [e.g., Adjutant, G-1 (general staff officer - personnel), or JAG (Judge Advocate General)] would meet the documentation requirement.

4. A waiver for a Purple Heart recipient or recipient of another combat decoration superior in precedence shall be applicable for 110 percent of the number of required credit hours of the degree or certificate program for which the student is enrolled. This waiver is considered "countable aid" for student financial aid purposes. Therefore, if this waiver is administered by an office other than the college financial aid office, college officials must notify the Director of Financial Aid that a student has qualified for the waiver. The waiver covers only tuition and fees associated with credit hour instruction provided directly by the university and does not include any additional fees that may be charged for specialized programs or by external organizations. This includes, but is not limited to, flight school, study abroad travel and living expenses, and courses taken elsewhere as a transient student.

(m) Non-resident Waiver – Each university board of trustees shall waive out-of-state fees, including the out-of-state financial aid fee, for students, including, but not limited to, students who are undocumented for federal immigration purposes, who meet the following conditions:

1. Attended a secondary school in this state for three (3) consecutive years immediately before graduating from a high school in this state;
2. Apply for enrollment in an institution of higher education within 24 months after high school graduation; and
3. Submit an official Florida high school transcript as evidence of attendance and graduation.
4. The waiver is applicable for 110 percent of the required credit hours of the undergraduate degree or certificate program for which the student is enrolled.
5. A state university student granted an out-of-state fee waiver must be considered a non-resident student for purposes of calculating the system-

wide total enrollment of non-resident students as limited in Regulation 7.006.

6. A student who is granted an out of state fee waiver is not eligible for state financial aid.
7. Each university shall, within the non-resident student enrollment system-wide, prioritize the enrollment of a veteran who is granted an out-of-state fee waiver pursuant to paragraph L over a student who is granted an out-of-state fee waiver under this paragraph.

(n) Veterans – Each university board of trustees shall waive out-of-state fees for honorably discharged veterans of the United States Armed and Reserve Forces (Air Force, Army, Coast Guard, Marines, and Navy) and the National Guard (Army and Air) who physically reside in Florida while enrolled at a university. Persons who are entitled to and uses educational assistance provided by the United States Department of Veterans Affairs also qualify for this waiver if they physically reside in Florida while enrolled at the university in any term beginning after July 1, 2015. Tuition and fees charged to a veteran or person who qualifies for the out-of-state fee waiver under this subsection may not exceed the tuition and fees charged a resident student enrolled in the same course.

(o) Active Duty – Each university board of trustees shall waive out-of-state fees for a person who is an active duty member of the Armed Forces of the United States residing or stationed outside of the state. Tuition and fees charged to a student who qualifies for the out-of-state fee waiver may not exceed the tuition and fees charged to a resident student.

(p) Veterans, Active Duty, Spouses and Dependents – Each university board of trustees shall waive the transcript fee for a person who is an active duty member or an honorably discharged veteran of the United States Armed Forces and his or her spouse and dependents.

(q) Disabled Veterans – Each university board of trustees shall waive tuition and fees for a disabled veteran who is:

1. A Florida resident pursuant to section 1009.21, Florida Statutes;
2. Determined by the United States Department of Veterans Affairs to have a service-connected 100-percent total and permanent disability rating for compensation;
3. In receipt of disability retirement pay from any branch of the United States Armed Services or has been issued a valid identification card by the Department of Veterans Affairs in accordance with section 295.17, Florida Statutes;
4. Enrolled in a program of education approved for educational assistance under 38 U.S.C. s. 3313; and

5. Does not qualify for the 100-percent eligibility tier under federal law.

The waiver amount is equal to the difference between the portion of tuition and fees paid in accordance with federal law and the full amount of tuition and fees at the institution attended. The amount awarded by the state is not to be determined until after the application of federal benefits under 38 U.S.C. s. 3313.

(r) Online Free Seat Program – Each university board of trustees shall waive the tuition and fees for one online course for eligible veterans, active duty members of the United States Armed Forces, active drilling members of the Florida National Guard, and nontraditional students who enroll in an online baccalaureate degree program at a state university.

1. A student whose tuition and fees are waived under this program must be a resident for tuition purposes under section. 1009.21, F.S., must not have previously earned a bachelor’s degree, and must be enrolled in an online baccalaureate degree program as defined in paragraph 2, provided the student meets one of the following eligibility requirements:
  - a. Is a veteran as defined in section. 1.01(14), F.S.;
  - b. Is an active duty member of the United States Armed Forces;
  - c. Is an active drilling member of the Florida National Guard; or
  - d. Is a nontraditional student, defined for the purposes of this program as a student who has been out of high school or its equivalent for at least 5 years and has not been enrolled in a postsecondary institution in the last 5 years.
2. For purposes of this program, an online baccalaureate program is defined as an online baccalaureate major that is included in the Board of Governors Online Programs (Majors) Inventory.  
(<https://prod.flbog.net:4445/pls/apex/f?p=136:200:3012543873555::NO::>)
3. For all other courses in the online program, a state university may not charge a student described in sub-paragraph (1) more than 75 percent of the tuition rate as specified in section. 1009.24(4), F.S., and 75 percent of the tuition differential pursuant to section. 1009.24(16), F.S., if the student remains enrolled at least part-time in the program during each academic year. A student who qualifies for this tuition discount is eligible to receive the discount for up to 110 percent of the number of required credit hours of the degree program for which the student is enrolled.
4. For purposes of this program, fees shall be those associated fees specified in Board Regulation 7.001 Tuition and Associated Fees and the distance learning fee defined in Board Regulation 7.003 Fees, Fines and Penalties.

5. Fee waivers granted pursuant to this subsection may not exceed 1,000 students system-wide each academic year. The Chancellor will determine the maximum number of waivers for this program per institution.

(s) Programs of Strategic Emphasis Waiver – For every course in a Program of Strategic Emphasis, or in a state-approved teacher preparation program identified by the Board of Governors, as identified in sub-paragraph 3, in which a student is enrolled, a state university shall waive 100 percent of the tuition and fees for an equivalent course in such program for a student who:

1. Is a resident for tuition purposes under section. 1009.21, F.S.;
2. Has earned at least 60 semester credit hours towards a baccalaureate degree within two academic years after initial enrollment at a Florida public postsecondary institution;
3. Enrolls in one of ten Programs of Strategic Emphasis as adopted by the Board of Governors or in one of two state-approved teacher preparation programs identified by the Board of Governors. The Board of Governors shall adopt eight Programs of Strategic Emphasis in science, technology, engineering, or mathematics; beginning with the 2022-2023 academic year, two Programs of Strategic Emphasis in the critical workforce gap analysis category; and beginning with the 2023-2024 academic year, two state-approved teacher preparation programs for which a student may be eligible to receive the tuition and fee waiver authorized by section. 1009.26(18), F.S. The programs identified by the board must reflect the priorities of the state and be offered at a majority of state universities at the time the Board of Governors approves the list.
4. A waiver granted under this subsection is applicable only for upper-level courses and up to 110 percent of the number of required credit hours of the baccalaureate degree program for which the student is enrolled. A student granted a waiver under this subsection shall continue receiving the waiver until the student graduates, exceeds the number of allowable credit hours, or withdraws from an eligible program, regardless of whether the program is removed from the approved list of eligible programs subsequent to the student's enrollment.
5. For purposes of this program, fees shall be those associated fees specified in Board Regulation 7.001 Tuition and Associated Fees.

(t) Waiver for Resident Grandparent –

1. A state university shall waive the out-of-state fee for a student who:
  - (a) Has a grandparent who is a legal resident as defined in s. 1009.21(1), F.S. For purposes of this subsection, the term “grandparent” means a

- person who has a legal relationship to a student's parent as the natural or adopted parent or legal guardian of the student's parent.
- (b) Earns a high school diploma comparable to a Florida standard high school diploma, or its equivalent, or completes a home education program.
  - (c)
    - (1) Achieves an SAT combined score no lower than the 89<sup>th</sup> national percentile on the SAT;
    - (2) Achieves an ACT score concordant to the required SAT score in sub-subparagraph (a), using the latest published national concordance table developed jointly by the College Board and ACT, Inc.; or
    - (3) If a state university accepts the Classic Learning Test (CLT) for admission purposes, achieves a CLT score concordant to the required SAT score specified in sub-subparagraph (a), using the latest published scoring comparison developed by Classic Learning Initiatives.
  - (d) Beginning with the students who initially enroll in the 2022 fall academic term and thereafter, enrolls as a full-time undergraduate student at a state university in the fall academic term immediately following high school graduation.
2. The waiver under this subsection is applicable for up to 110 percent of the number of required credit hours of the degree program for which the student is enrolled.
  3. Before waiving the out-of-state fee, the state university shall require the student or the student's parent, if the student is a dependent child, to provide a written declaration pursuant to section. 92.525(2), F.S., attesting to the student's familial relationship to a grandparent who is a legal resident and any other corroborating documentation required by the Board of Governors. A state university is not required to independently verify the statements contained in each declaration if the signatory declares it to be true under the penalties of perjury as required by section. 92.525(2), F.S. However, the state university may refer any signed declaration suspected of containing fraudulent representations to law enforcement.
  4. Beginning with students who initially enroll for the 2022-2023 academic year or thereafter, a state university shall, within the nonresident student enrollment system-wide, prioritize the enrollment of a student who is granted a fee waiver under this subsection over an out-of-state student who is not eligible for an out-of-state fee waiver if the students have substantially similar academic and other credentials used in determining admission to the state university.
  5. Fee waivers granted pursuant to this subsection may not exceed 350 students system-wide each academic year; the Chancellor will

determine the maximum number of waivers for this program per institution.

6. For purposes of this program, fees shall be those associated fees specified in Board Regulation 7.001 Tuition and Associated Fees.

(u) Welfare Transition Program – Each university board of trustees shall exempt tuition and fees for any student enrolled in an employment and training program under the welfare transition program. The local workforce development board shall pay the state university for costs incurred for welfare transition program participants.

(v) State Employees – Each university board of trustees shall waive tuition and fees for state employees, subject to approval by an employee’s agency head or the equivalent, to enroll in up to six credit hours of courses per term on a space-available basis. This does not include persons employed by a state university.

(w) Apprenticeship Programs – Each university board of trustees shall exempt tuition and fees, including lab fees, for any student enrolled in an approved apprenticeship program as defined in section 446.021, F. S..

(4) The following general categories of tuition and fee exemptions and waivers are established pursuant to Florida Statute and are considered discretionary:

(a) Florida Linkage Institutes – Each university board of trustees may exempt up to 25 full-time equivalent students per year from the payment of out-of-state fee and out-of-state financial aid fee for students enrolled through the Florida Linkage Institutes Program.

(b) A university may waive the tuition differential for students who meet the eligibility requirements for the Florida public assistance grant.

(c) Intern Supervisors – Persons who supervise interns for institutions within the State University System may be given one non-transferable certificate (fee waiver) for each full academic term during which the person serves as an intern supervisor. This certificate shall provide for waiver of the basic fee (as defined in Regulation 7.001).

1. Certificate holders are entitled to a waiver of tuition for a maximum of six (6) hours credit instruction (including credit through continuing education) during a single term at any state university.
2. Certificates shall be valid for three (3) years from date of issuance.
3. Eligible recipients of an Intern Participation Certificate may be identified by a university as a person who engages in the direct

supervision of at least one university intern for 300 contact hours, which may be accumulated over multiple semesters provided at least 100 contact hours of direct supervision is provided per semester.

4. To be eligible for a Certificate, the internship program must be an essential part of the course of instruction and must be required as part of the degree.
5. Each university shall develop procedures and policies to govern the issuance, distribution, security, and redemption of certificates.
6. Each university shall maintain accurate data on Intern Participation Certificates and annually submit a report of certificate activity to the Board of Governors according to a prescribed format.

(d) University Employees – Each university board of trustees may allow full-time university employees to enroll up to six (6) credit hours of tuition-free courses per term on a space available basis.

(e) Florida residents 60 years of age or older - Each university board of trustees may waive any or all application, tuition, and associated fees for persons 60 years of age or older who are residents of this state and who enroll to audit courses being offered for college credit. No academic credit shall be awarded for attendance in classes for which fees are waived under this subsection. This privilege may be granted only on a space-available basis, if such classes are not filled as of the close of registration. A university may limit or deny the privilege for courses which are in programs for which the Board of Governors has established selective admissions criteria. Persons paying full fees and state employees taking courses on a space-available basis shall have priority over those persons whose fees are waived in all cases where classroom spaces are limited.

(f) Public School Classroom Teacher – Each university board of trustees may waive tuition and fees for a classroom teacher who is employed full-time by a school district and who meets the academic requirements established by the university for up to six (6) credit hours per term on a space-available basis in undergraduate courses related to special education, mathematics or science approved by the Department of Education. The waiver may not be used for courses scheduled during the school district's regular school day.

(g) Sponsored Credit Courses and Programs – Each university board of trustees is authorized to waive tuition, associated fees and material and supply fees for participants in sponsored credit courses and programs in accordance with Board of Governors Regulation 8.002 and pursuant to a regulation adopted by the university board of trustees under Board Regulation 7.008, and section 1009.26(9), F. S..



(h) Non-resident students – Non-resident students who are non-degree seeking may be entitled to a waiver of the out-of-state fee if the credit hours generated by such students are non-state fundable and the cost for the program of study is recovered from the fees charged to all students.

(i) Admissions Deposit – A university that establishes an admissions deposit must adopt policies that provide for the waiver of this deposit on the basis of financial hardship.

(j) Intercollegiate Student Athletes – A university may waive the out-of-state fee for a student who is an intercollegiate athlete receiving an athletic scholarship.

(5) Each university shall report the purpose, number, authority, and value of all fee waivers and exemptions granted annually in a format prescribed by the Board of Governors. For these reporting purposes, there is no differentiation between waivers and exemptions.

Authority: Section 7(d), Art. IX, Fla. Const.; History—Formerly BOR Rule 6C-7.008 and 6C-2.53, Amended 7-19-74, Amended and Renumbered 12-17-74, Amended 1-10-78, 9-28-81, 8-11-85, Formerly 6C-7.08, Amended 12-25-86, 9-7-87, 12-9-91, 11-9-92, 9-23-93, 8-1-94, 10-10-95, 4-16-96, 12-15-97, Amended and Renumbered as 7.008 9-25-08, Amended 12-10-09, 9-17-10, 11-08-12, 11-21-13, 11-06-14, 09-03-15, 09-22-16, 08-31-17, 10-30-19, 03-23-21, 09-1-21, 8-26-22, 9-8-23.

**Board of Trustees**  
**Finance, Facilities, and Operations Committee**  
**February 15, 2024**

## University Carryforward Spending Plan & Fixed Capital Outlay Budget

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**Recommended Action:**

Approve the updated University Carryforward Spending Plan and University Fixed Capital Outlay Budget for fiscal year 2023-2024 as of November 30, 2023.

**Background Information:**

Section 1011.45, Florida Statutes, and Board of Governors Regulation 9.007 require the Board of Trustees (BOT) and the Board of Governors (BOG) approval of carryforward expenditure plans. Board of Governors Regulation 14.003 requires the BOT and the BOG to approve the Fixed Capital Outlay (FCO) Budget. Accordingly, BOG required by October 1, that the BOTs submit approval and certification of university operating, carryforward, and fixed capital outlay budgets for FY 2023-24.

The Trustees approved the original Carryforward Spending Plan and FCO Budget at their full board meeting on September 14, 2023, and authorized the President to make changes to the plan and budget accordingly. This is an update for the Carryforward Spending Plan and FCO Budget information through November 30, 2023, with bulleted changes for approval.

**Implementation Plan:**

Once approved by the BOT, the university would implement spending according to the strategic priorities of the BOT.

**Fiscal Implications:**

Fiscal oversight by the UWF BOT for a \$13.8 million in estimated spending in Carryforward Funds and more than \$75 million in estimated Fixed Capital Outlay spending.

**Relevant Authority:**

Section 1011.45, Florida Statutes, and Florida Board of Governors Regulations 9.007 State University Operating Budgets

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**Supporting Documents:**

1. Bulleted Highlights FY23-24 Spending plan (2 pages)
2. 2023-24 E&G Carryforward Spending Plan as of 11.30.23 (6 pages)
3. FY23-24 University Fixed Capital Outlay Budget as of 11.30.23 (2 pages)

**Prepared by:**

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**Presenter:**

Jeffrey A. Djerlek, Associate Vice President for Finance and University Controller

**UWF FY 2023-24 Carryforward Spending Plan  
and  
UWF FY 2023-24 Fixed Capital Outlay Budget Plan  
Highlights as of November 30, 2023**

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## **Carryforward (CF) Spending Plan**

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### **Summary**

- The total **beginning** CF balance is **\$30,504,463**, which includes **\$12,414,091** as the required **7% CF Statutory Reserve** and **\$4,252,211** encumbered leaving a balance of **\$13,838,161** of planned spending.
  - As of November 30, 2023, **\$5.4M** has been spent of the **\$13.8M**, or **39%**.
  - After spending and encumbrances, the balance is **\$8.4M**, of which **\$3.0M** is restricted by appropriation, and **\$5.4M** is committed toward projects.

### **Details Operating Tab**

#### **President's Division**

- **Item number 1** decreased by **\$1K** for consultants.

#### **Advancement Division**

- **Item number** increased by **\$46K** for division OPS Staff needs from Central Summer distributions.

#### **Finance and Administration Division**

- **Item number 5** decreased by **\$24K** transferred to new **item number 46** and an additional **\$20K** from summer distribution was used for new safety automated external defibrillators (AED) and cameras.

#### **Academic Engagement & Student Affairs Division**

- **Item number 16** DAESA general scholarships increased by **\$5K** from **item number 20** retention scholarships.
- **Item number 19** non-recurring wages decreased by **\$18K**, primarily to clear Central Summer distributions.
- **Item number 20** retention scholarships decreased by **\$30K** to transfer to **items numbered 16 and 47**.
- **Item number 47** international student scholarships increased by **\$25K** from **item number 20** retention scholarships.

#### **Academic Affairs Division**

- **Item numbers 31, 35, 36, & 37** decreased by **\$1.3M** as funds were allocated from this line towards the 7% reserve as the Central division distributed Central Summer funds and Fixed Capital Budget.

#### **Central & Summer Division**

- Central Summer Division Distributions of **\$100K** from Reserve and replenished from A.A. transfers above.
- Central transferred **\$1.2M** to the Fixed Capital Budget for Bldg 50.

### **Fixed Capital Outlay Budget Adjustments:**

#### **Carryforward (CF) – Small Projects:**

- **Line item 1 B70 Mock Trial Courtroom Relocation** FCO project budget **\$29K decrease** transferred to **item number 31**; project is complete.

**UWF FY 2023-24 Carryforward Spending Plan  
and  
UWF FY 2023-24 Fixed Capital Outlay Budget Plan  
Highlights as of November 30, 2023**

**Carryforward (CF) – Large Projects:**

- **Line item 9 Campus Deferred Maintenance Projects \$15.3M State Fiscal Recovery Funds** FCO project budget **\$1.2M increase** from Carryforward funds (approved by the President on 10/26/2023 as the BOT's designee) to cover additional costs for the **Building Renovations B50** project in excess of the \$6.5M project allocation.

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**Fixed Capital Outlay (FCO) Budget Plan**

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**Summary**

**Education & General (E&G) Operating Projects:**

- **Line Item 1 B70 Mock Trial Courtroom Relocation** project is complete.

**Carryforward (CF) – Small Projects:**

- **Line item 1 B70 Mock Trial Courtroom Relocation** FCO project budget **\$29K decrease** transferred to **item number 31**; project is complete.

**Carryforward (CF) – Large Projects:**

- **Line item 9 Campus Deferred Maintenance Projects \$15.3M State Fiscal Recovery Funds** FCO project budget **\$1.2M increase** from Carryforward funds (approved by the President on 10/26/2023 as the BOT's designee) to cover additional costs for the **Building Renovations B50** project in excess of the \$6.5M project allocation.

**State Appropriated Projects:**

- **UCSI Improvements YR20-B22 Shared Meeting Space Renovation** project is complete.
- **Soccer Field Draining and Improvement YR23** FCO project budget **\$5K decrease**; project is complete.
- **Pen Air Field Bleachers YR24** project is complete.

**Non-Appropriated Projects:**

- **East Sports Complex Internet Connectivity** project is complete.



**University of West Florida**  
**Education and General**  
**Carryforward Spending Plan Summary**  
**Approved by University Board of Trustees**  
**Balances and Spending Plans as of November 30, 2023**

	<u>University E&amp;G</u>	<u>Special Unit or Campus (Title)</u>	<u>Grand Total : University Summary</u>	<u>100 President's</u>	<u>214 Advancement</u>	<u>235 Fin &amp; Admin</u>	<u>475 Student Affs</u>	<u>500 Academic Affs</u>	<u>969-ITS Central</u>	<u>S010 Central</u>	<u>969-No IT or S Central</u>	<u>969 Central</u>
<b>Compliance, Audit, and Security</b>												
Compliance Program Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit Program Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Campus Security and Safety Enhancements	\$ 29,873	\$ -	\$ 29,873	\$ -	\$ -	\$ 29,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Academic and Student Affairs</b>												
Student Services, Enrollment, and Retention Efforts	\$ 742,430	\$ -	\$ 742,430	\$ -	\$ 91,577	\$ -	\$ 650,853	\$ -	\$ -	\$ -	\$ -	\$ -
Student Financial Aid	\$ 201,085	\$ -	\$ 201,085	\$ -	\$ -	\$ -	\$ 201,085	\$ -	\$ -	\$ -	\$ -	\$ -
Faculty/Staff, Instructional and Advising Support and Start-up Funding	\$ 4,712	\$ -	\$ 4,712	\$ -	\$ -	\$ -	\$ -	\$ 4,712	\$ -	\$ -	\$ -	\$ -
Faculty Research and Public Service Support and Start-Up Funding	\$ 358,005	\$ -	\$ 358,005	\$ -	\$ -	\$ -	\$ 358,005	\$ -	\$ -	\$ -	\$ -	\$ -
Library Resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Facilities, Infrastructure, and Information Technology</b>												
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology (ERP, Equipment, etc.)	\$ 2,314,443	\$ -	\$ 2,314,443	\$ -	\$ -	\$ -	\$ 36,876	\$ 2,143,321	\$ 134,246	\$ -	\$ -	\$ 134,246
<a href="#">Small Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )</a>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<a href="#">Large Carryforward Fixed Capital Outlay Projects ( Board of Governors Regulation 14.003(2) )</a>	\$ 659,179	\$ -	\$ 659,179	\$ -	\$ -	\$ 659,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other UBOT Approved Operating Requirements</b>												
Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	\$ 976,185	\$ -	\$ 976,185	\$ 152,934	\$ 80,983	\$ 139,930	\$ -	\$ 389,797	\$ -	\$ -	\$ 212,541	\$ 212,541
Contingencies for a State of Emergency Declared by the Governor ( Section 1011.45(3)(g) )	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -									
<b>Operating Commitments</b> : (Should agree with committed column total on "Details-Operating" tab)	\$ 4,626,733	\$ -	\$ 4,626,733	\$ 152,934	\$ 172,560	\$ 169,803	\$ 1,246,819	\$ 2,537,830	\$ 134,246	\$ -	\$ 212,541	\$ 346,787
<b>FCO Commitments</b> : (Should agree with committed column total on "Details-Fixed Capital Outlay" tab)	\$ 659,179	\$ -	\$ 659,179	\$ -	\$ -	\$ 659,179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total Commitments</b> :	\$ 5,285,912	\$ -	\$ 5,285,912	\$ 152,934	\$ 172,560	\$ 828,982	\$ 1,246,819	\$ 2,537,830	\$ 134,246	\$ -	\$ 212,541	\$ 346,787
<b>I. Available E&amp;G Carryforward Balance as of November 30, 2023:</b>	\$ 5,390,047	\$ -	\$ 5,390,047	\$ 208,444	\$ 144,725	\$ 783,558	\$ 371,494	\$ 3,873,590	\$ 8,236	\$ 0	\$ (0)	\$ 8,236
<b>J. Spent to Date as of November 30, 2023</b>	\$ 5,390,047	\$ -	\$ 5,390,047	\$ 208,444	\$ 144,725	\$ 783,558	\$ 371,494	\$ 3,873,590	\$ 8,236	\$ -	\$ -	\$ 8,236
<b>K. Available E&amp;G Carryforward Balance as of November 30, 2023</b>	\$ (0)	\$ -	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ 0	\$ (0)	\$ (0)

**University of West Florida**  
**2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)**  
Pursuant to 1011.45, Florida Statutes  
November 30, 2023

Line Item #	Division	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget						Project Timeline			Comments/Explanations
				Total Amount to be Funded from Current Year E&G Carryforward Balance	Encumbered Section C Restricted Balance as of November 30, 2023	RESTRICTED Section G Restricted Balance as of November 30, 2023	COMMITTED Section H Committed Balance as of November 30, 2023	SPENT TO DATE Section J Committed Balance as of November 30, 2023	E&G Carryforward Amount unallocated	Total # Years of Expenditure per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)	
1	100	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	President's Office	\$ 278,354	\$ 5,357		\$ 152,934	\$ 120,063	\$ -	1	1	2024	Limited/Time Specific Employment, including leave payouts; One-time/Annual Contracts; consultant fees, performance incentives, furniture, travel, professional development.
2	100	Restricted by Appropriations	Small Business Development Center (SBDC)	\$ 392,637	\$ 76,338	\$ 227,918		\$ 88,381	\$ -	1	1	2024	Conference registrations and travel; Small Business Success Summit; SBDC Network PD conference; Professional development for State Office Personnel
3	214	Student Services, Enrollment, and Retention Efforts	Equipment & Materials	\$ 357,751	\$ 171,440		\$ 91,577	\$ 94,734	\$ -	3	2	2025	Advancement Student OPS, Phonathon students, equipment, materials, software as needed.
4	214	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Brand Campaign/Marketing/Institutional Communications	\$ 130,974			\$ 80,983	\$ 49,991	\$ -	4	3	2024	Office of Institutional Communications Branding/Marketing branding contracts, advertising media, equipment, software, materials as needed.
5	235	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Finance and Admin Division-Equipment and Supplies	\$ 215,215	\$ 36,333	\$ -	\$ 139,930	\$ 38,952	\$ -	2	2	2024	Equipment and supplies purchases for the division and for maintaining campus facilities (facility maintenance, environmental health & safety, utilities operations, etc.)
6	235	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Finance and Admin Division-Repairs and Maintenance	\$ 12,672	\$ -			\$ 12,672	\$ -	1	1	2024	Repairs & maintenance (exterior lighting)
7	235	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Deferred Maintenance Projects	\$ 386,079	\$ 22,684		\$ -	\$ 363,395	\$ -	3	3	2024	Maintenance and repair projects in progress (such as HVACs, lift station, etc.)
8	235	Campus Security and Safety Enhancements	University Police and Environmental Health & Safety-Vehicle Replacements	\$ 130,000	\$ 73,574		\$ 7,535	\$ 48,891	\$ -	1	1	2024	Purchase of a new vehicle and vehicle equipment for the University Police department; purchase of a new heavy duty truck for EH&S
9	235	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Postal Services-Vehicle Replacement	\$ 30,500	\$ 30,500		\$ -		\$ -	3	3	2024	Purchase of a new van for Postal Services (partial funding)
10	235	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Facilities Management-Contractual Services	\$ 8,594	\$ -			\$ 8,594	\$ -	1	1	2024	Repairs work for Bldg. 73
11	235	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Facilities Management-Furniture (Expense)	\$ 10,134	\$ -			\$ 10,134	\$ -	1	1	2024	Classroom furniture purchase; ADA tables (Qty 12)
12	475	Student Financial Aid	DoS Emergency Scholarships	\$ 15,000	\$ -	\$ -	\$ 13,075	\$ 1,925	\$ -	1	1	2024	CF4300-Dean of Students Emergency Scholarships for students in an emergency situation
13	475	Student Services, Enrollment, and Retention Efforts	Disabled Aid Assistance	\$ 108,071	\$ -	\$ -	\$ 108,071	\$ -	\$ -	3	1	2026	CF4512 Funds carried over from E&G that is specifically identified for use on needs of the disabled , campus wide or individual needs
14	475	Student Services, Enrollment, and Retention Efforts	Divisional OPS Needs.	\$ 259,997	\$ 210,400		\$ (64,123)	\$ 113,720	\$ -	1	1	2024	CF4665 Division wide use for all OPS not otherwise assigned to a special index.
15	475	Student Services, Enrollment, and Retention Efforts	Divisional Contract and Service Needs	\$ 270,000	\$ -		\$ 269,943	\$ 57	\$ -	1	1	2024	CF4666-Division wide use for contract and service needs
16	475	Student Financial Aid	DAESA Scholarships	\$ 30,000			\$ 30,000	\$ -	\$ -	1	1	2024	CF4667 Division wide use for scholarships. Moved \$25K from this scholarship to CF5280 9/29/23 J0113846, then received \$30K in from project CF5041 on 9/29/2023 J0113847
17	475	Student Services, Enrollment, and Retention Efforts	Divisional Furniture, Equipment and Maintenance Needs	\$ 60,000	\$ 1,277		\$ 8,616	\$ 50,107	\$ -	1	1	2024	CF4668 Divisional use for furniture, equipment, and maintenance needs
18	475	Student Services, Enrollment, and Retention Efforts	Leave Liability, Unemployment, OPS Health insurance, Bonuses, etc	\$ 252,488	\$ -		\$ 252,378	\$ 110	\$ -	1	1	2024	CF5022-Divisional use for Leave Liability, Unemployment, OPS Health insurance, Bonuses, etc.
19	475	Student Services, Enrollment, and Retention Efforts	Non Recurring Salary, Fringe	\$ 48,667	\$ 4,352		\$ 2,801	\$ 41,514	\$ -	1	1	2024	CF5036 Division wide non-recurring salary & fringe, 9/6/23 moved \$5K to Academic Affairs to cover project bonus for K Gallup for his work with the Community Garden for past 2 years see J0113593, 9/29/23 Closed out Summer with a deficit see BFY24017 negative \$13,265.63.
20	475	Student Financial Aid	Retention Team Student Scholarships	\$ 160,601	\$ 11,331		\$ 109,710	\$ 39,560	\$ (0)	3	2	2025	CF5041-This was a 3 year commitment for the retention team to use as needed for scholarships. We are now in year 2 of the 3 yr commitment. We reduced the scholarships from this project to add \$30K to CF4667 see J0113847 dated 9/29/23
21	475	Information Technology (ERP, Equipment, etc.)	ITS Equipment Replacement	\$ 60,000	\$ 5,700		\$ 36,876	\$ 17,424	\$ -	1	1	2024	CF5081-ITS equipment replacement
22	475	Student Financial Aid	LAC Scholarships	\$ 14,300	\$ -		\$ 14,050	\$ 250	\$ -	1	1	2024	CF5271-This is E&G that rolls over specifically for the LAC scholarships
23	475	Student Services, Enrollment, and Retention Efforts	International Recruitment-3rd party payments	\$ 15,879	\$ 10,147		\$ 279	\$ 5,453	\$ -	1	1	2024	CF5284-rolls over from E&G to cover the International recruiters payments--AA will transfer funds to cover the deficit balance at a later date
24	475	Student Services, Enrollment, and Retention Efforts	International Student Recruitment transcript reviews	\$ 140,059	\$ 41,289		\$ 72,888	\$ 25,882	\$ (0)	1	1	2024	CF5285-Rolled over from E&G to be used for International Student Recruitment transcript reviews
25	475	Student Financial Aid	Transfer & Off Campus Student Scholarships	\$ 12,250	\$ -		\$ 9,250	\$ 3,000	\$ -	1	1	2024	CF5309-balance of unspent at 6/30 that is specifically for gas scholarships for transfer students



**University of West Florida**  
**2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Operating Plans)**  
Pursuant to 1011.45, Florida Statutes  
November 30, 2023

Line Item #	Division	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Budget					Project Timeline			Comments/Explanations	
				Total Amount to be Funded from Current Year E&G Carryforward Balance	Encumbered Section C Restricted Balance as of November 30, 2023	RESTRICTED Section G Restricted Balance as of November 30, 2023	COMMITTED Section H Committed Balance as of November 30, 2023	SPENT TO DATE Section J Committed Balance as of November 30, 2023	E&G Carryforward Amount unallocated	Total # Years of Expenditure per Project	Current Expenditure Year #		Estimated Completion Date (Fiscal Year)
26	475	Faculty Research and Public Service Support and Start-Up Funding	Honors Summer Rising Junior and Rising Senior Programs	\$ 59,331	\$ -		\$ 50,555	\$ 8,776	\$ -	2	2	2024	CF7462-balance of 2 year commitment to be used specifically for the Honors Summer Rising Junior and Rising Senior Programs. This 2 year project has come to an end with a balance of \$50.5K. We plan to move the balance to other areas that are in need of additional funding such as CF5036 and CF7473.
27	475	Faculty Research and Public Service Support and Start-Up Funding	Community Garden Improvements	\$ 385,191	\$ 14,026		\$ 307,450	\$ 63,715	\$ -	3	2	2025	CF7473-balance of 3 year commitment to be used specifically for the Honors Educational Garden (AKA Community Garden). Currently pricing is more than has previously expected. Will need approx an additional \$200K.
28	500	Student Financial Aid	Academic Affairs Scholarships	\$ 2,500,000		\$ 90,000		\$ 2,410,000	\$ -	1	1	2024	Academic Scholarships and student financial aid
29	500	Student Financial Aid	Academic Affairs Scholarships Packaging for Next Term	\$ 1,000,000		\$ 341,188		\$ 658,812	\$ -	2	2	2024	Packaging amounts for the next fall and spring scholarships awards. Amounts must be set aside in advance in order to send new students awards notifications.
30	500	Faculty/Staff, Instructional and Advising Support and Start-up Funding	Academic Affairs Temporary employees compensation	\$ 230,465	\$ 145,248		\$ 4,712	\$ 80,505	\$ -	1	1	2024	Salaries for temporary employees
31	500	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Strategic Initiatives, Academic Program Investments.	\$ 389,797			\$ 389,797		\$ -	1	1	2024	Funding for academic programs with costly replacement technology, and new academic program analysis and development to keep in line the strategic enrollment initiative of the University's Strategic Master Plan
32	500	Student Financial Aid	Nursing Scholarships	\$ 124,816		\$ 92,816		\$ 32,000	\$ -	1	1	2024	Nursing LINE scholarships Santa Rosa Medical Center and Baptist Hospital.
33	500	Student Financial Aid	Nursing Scholarships	\$ 2,500,000		\$ 2,334,371		\$ 165,629	\$ -	3	1	2026	Nursing scholarships to be awarded over the course of three - four years
34	500	Information Technology (ERP, Equipment, etc.)	Nursing Equipment and Technology needs	\$ 1,906,789	\$ 109,054		\$ 1,777,609	\$ 20,126	\$ -	1	1	2024	Nursing labs equipment and technology needs.
35	500	Information Technology (ERP, Equipment, etc.)	ITS - Network Equipment Repair/Replacement	\$ 221,010	\$ 102,262		\$ 72,971	\$ 45,777	\$ -	1	1	2024	Network Equipment Repair and/or Replacement
36	500	Information Technology (ERP, Equipment, etc.)	ITS - Contract Employment Services	\$ 225,000	\$ 81,995		\$ 28,925	\$ 114,080	\$ -	1	1	2024	Contract Employment Services
37	500	Information Technology (ERP, Equipment, etc.)	ITS - ERP and Production Software/ Services	\$ 330,620	\$ 219,216		\$ 50,100	\$ 61,304	\$ -	1	1	2024	ERP and Production Software and/or Services
38	500	Information Technology (ERP, Equipment, etc.)	ITS - Personnel Training/ Travel	\$ 35,000			\$ 30,514	\$ 4,486	\$ -	1	1	2024	ITS Personnel Training and/or Travel
39	500	Information Technology (ERP, Equipment, etc.)	ITS - Consulting Services	\$ 300,000	\$ 22,000		\$ 13,885	\$ 264,115	\$ -	1	1	2024	IT Consulting Services
40	500	Information Technology (ERP, Equipment, etc.)	ITS -- Security Services	\$ 241,000	\$ 54,927		\$ 169,317	\$ 16,756	\$ -	1	1	2024	IT Security Services
41	969-9703	Information Technology (ERP, Equipment, etc.)	Oracle On-line Temp Licenses	\$ 2,664	\$ -		\$ 1,648	\$ 1,016	\$ -	1	1	2024	Funding for Oracle additional temp. licenses
42	969-9711	Information Technology (ERP, Equipment, etc.)	ERP Training for new employees	\$ 95,810	\$ -		\$ 92,777	\$ 3,033	\$ -	1	1	2024	Funding for ERP training, consultation and other services
43	969-9804	Information Technology (ERP, Equipment, etc.)	Server Equipment Replacement	\$ 44,008	\$ -		\$ 39,821	\$ 4,187	\$ -	1	1	2024	Funding for infrastructure equipment
44	969-9879	Information Technology (ERP, Equipment, etc.)	Security Items	\$ 970	\$ 970		\$ -		\$ -	2	2	2024	Security Awareness Training for new Staff
45	969	Other Operating Requirements (University Board of Trustees-Approved That Support the University Mission)	Deferred Maintenance Projects	\$ 212,541			\$ 212,541		\$ -	1	1	2024	Maintenance and repair projects
46	235	Campus Security and Safety Enhancements	University Police and Environmental Health & Safety-Equipment and Supplies	\$ 44,385	\$ 7,954		\$ 22,338	\$ 14,093	\$ -	1	1	2024	ARMS server, internal camera system replacement, AEDs and AED supplies, etc.
47	475	Student Financial Aid	International Student Scholarships	\$ 25,000	\$ -		\$ 25,000	\$ -	\$ -	1	1	2024	CF5280-This is for International Student scholarships and was newly funded on 9/29/23 J0113846
48	0								\$ -				
<b>Total as of November 30, 2023: *</b>				<b>\$ 14,274,619</b>	<b>\$ 1,458,374</b>	<b>\$ 3,086,293</b>	<b>\$ 4,626,733</b>	<b>\$ 5,103,220</b>	<b>\$ (0)</b>				

\*Note: Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

**University of West Florida**  
**2023-2024 University E&G Carryforward Spending Plans - Supplemental Details (Fixed Capital Outlay Project Plans)**  
Pursuant to Section 1011.45, Florida Statutes  
November 30, 2023

Line Item #	Carryforward Spending Plan Category	Specific Project Title/Name	Project Description	Amount of November 30, 2023, E&G Carryforward Operating Balance Provided to FCO Project <sup>2</sup>	(C)	(G)	(H)	(J)	E&G Carryforward Funds Budgeted for Expenditure During FY24	Carryforward Expenditure Timeline			Comments/Explanations	
					Encumbrances	Restricted	Committed	Spent to Date		Total # Years of Expenditures per Project	Current Expenditure Year #	Estimated Completion Date (Fiscal Year)		
					Encumbered Balance As of November 30, 2023	Restricted Balance As of November 30, 2023	Committed Balance As of November 30, 2023	As of November 30, 2023						
<b>Small Carryforward Projects<sup>1</sup></b>														
	Small, < \$2M: Renovation, Repair or Maintenance			\$ 50,923	\$ -	\$ -	\$ -	\$ 50,923	\$ -	1	1	2024	Project is complete. This began as an E&G funded project in FY23; balance of project funding rolled to CF in FY24 (i.e., 2 year project with 1 year CF funding). Unused CF funds returned to Line Item #31.	
1		Building 70 Mock Trial Courtroom	Building 70 Mock Trial Courtroom relocation project											
2				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
4				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
5				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
6				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
			<b>* Total Minor Carryforward As November 30, 2023 :</b>	\$ 50,923	\$ -	\$ -	\$ -	\$ 50,923	\$ -					
<b>Large Carryforward Projects<sup>1</sup></b>														
7	Large, > \$2M: Completion of Remodeling or Infrastructure	Building 54-Fire Mitigation	Building 54 fire mitigation retrofit project	\$ 1,100,000	\$ 863,433	\$ -	\$ 663	\$ 235,904	\$ -	3	3	2024	Funds estimated to be needed to cover additional costs for the Bldg. 54, Fire Mitigation (PECO) project.	
8	Large, > \$2M: Completion of Remodeling or Infrastructure	University Park - Ath Operations Bldg.	Building 234-Athletic Training Center Addition	\$ 1,388,920	\$ 1,388,920	\$ -	\$ -	\$ -	\$ -	5	4	2025	Funds estimated to be needed to cover additional costs for the Bldg. 234-Athletic Training Center Addition (CITF) project.	
9	Large, > \$2M: Renovation, Repair or Maintenance	Campus Deferred Maintenance Projects	Building Renovations (B50)	\$ 1,200,000	\$ 541,484	\$ -	\$ 658,516	\$ -	\$ -	4	2	2026	Funds estimated to be needed to cover additional costs for the Building Renovations B50 SFRF-DM project.	
10				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
11				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
			<b>* Total Major Carryforward As November 30, 2023 :</b>	\$ 3,688,920	\$ 2,793,837	\$ -	\$ 659,179	\$ 235,904	\$ -					
			<b>Fixed Capital Outlay Totals :</b>	\$ 3,739,843	\$ 2,793,837	\$ -	\$ 659,179	\$ 286,827	\$ -					

\* Should agree with respective restricted/contractual and/or committed category totals on "Summary" tab.

1. As defined in Board of Governors Regulation 14.003.

2. Amount deducted from November 30, 2023, beginning E&G Carryforward operating balance for fixed capital outlay project funding per Section 1011.45, F.S. and Board of Governors Regulation 9.007(3)(a)(4).

**University Facilities Reserves**  
**Additional Amounts Contributed From November 30, 2023 Beginning E&G Carryforward Balance**

Pursuant to s. 1001.706(12) F.S. and Board of Governors Regulation 14.002

	Specific Project/Facility Title/Number	Additional Description of Project/Facility		Amount Added to Facility Reserves From FY24 Beginning E&G Carryforward Balance
1.	Building 54-Fire Mitigation	Building 54 fire mitigation retrofit project (1% escrow)	\$	75,909
2.			\$	-
3.			\$	-
4.			\$	-
5.			\$	-
6.			\$	-
7.			\$	-
8.			\$	-
9.			\$	-
10.			\$	-
		<b>Total Capital Facilities Reserves as of November 30, 2023 : *</b>	<b>\$</b>	<b><u>75,909</u></b>

\*Note: Should agree with line F on the "Summary" tab.

The University of West Florida  
**FIXED CAPITAL OUTLAY BUDGET for Fiscal Year 2023-24**  
**As of November 30, 2023**

(per s. 1013.61, F.S. and Board Reg. 14.003)

University Contact: Mr. James Manor [jmanor@uwf.edu](mailto:jmanor@uwf.edu) (850) 474-2005  
[name] [email & phone]

CFSP item #	Category	Project Title/Name	Description	Total Project Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments
					Source	Amount				Start Date	Completion Date	
	<b>Education &amp; General (E&amp;G) Operating Projects <sup>1</sup></b>			\$369,937	E&G Operating Funds	\$369,937	\$369,937	\$0	\$0	Not Applicable		Project is complete. Bldg. 70 Mock Trial Courtroom Relocation (prior fiscal year E&G project funding); balance of funding rolled to Carryforward in FY24 (see below).
	<b>Carryforward (CF) - Small Projects <sup>2</sup></b>			\$50,923	CF	\$50,923	\$50,923	\$0	\$0	Refer to detail in Carryforward Spending Plan		Project is complete. Bldg. 70 Mock Trial Courtroom Relocation (prior fiscal year E&G project); balance of funding rolled to Carryforward in FY24).
	<b>Carryforward (CF) - Large Projects <sup>3</sup></b>											
7		Building 54-Fire Mitigation YR22	Building 54 - Fire Mitigation to retrofit the entire building with firewalls, make adjustments to egress routes, sprinkler system installation, HVAC return air pathways, etc.	\$7,350,000	PECO/GR CF Total:	6,250,000 <u>1,100,000</u> \$7,350,000	\$5,474,203	\$1,875,797	\$0	7/1/2021	6/30/2024	Includes CF funds estimated to be needed to cover additional costs for the Bldg. 54 Fire Mitigation (PECO) project.
8	University Park-Athletic Operations Bldg. YR21 & YR22	Building 234 - Athletic Training Center Addition, Phase I & Phase II		\$8,190,987	CITF CITF Foundation CF Auxiliary Reserves Total:	1,224,315 785,121 3,576,892 1,388,920 <u>1,215,739</u> \$8,190,987	\$1,158,849	\$3,264,389	\$3,767,749	7/1/2020	6/30/2025	Phase I project delays were experienced. The project is now in the construction phase. Phase II initial project activity started in the Spring of 2023. Phase II project budget includes \$9,436.22 unspent project budget balance from the Bldg. 960-Addition Phase 2, Wellness Suite Buildout CITF project. The overall project budget includes approved Foundation funding and approved Carryforward funding for additional design, permitting, construction, and FF&E costs, per previous revised estimates. Budget is increased \$1,215,739 Auxiliary Reserves funding to cover the most recent cost estimates, including recently added site work (geotechnical/subsurface).
9		Campus Deferred Maintenance Projects	Projects include HVAC upgrades, building renovations, electrical upgrades, road repairs, roof replacements, etc.; Road and Sidewalk Improvements (Campus Wide); repair and repave roadway (additional Auxiliary funding); Building Renovations B50 (additional CF funding)	\$17,015,380	SFRF - DM CF Auxiliary Total:	\$15,370,831 \$1,200,000 <u>\$444,549</u> \$17,015,380	\$1,326,020	\$3,972,013	\$10,072,798	7/1/2022	12/31/2026	LBC approved list of SFRF-Deferred Maintenance projects; total \$15,370,831. Additional funding (\$444K) for this project (Campus Dr E & Intersection Campus Dr & Univ Pkwy). Additional \$1.2M funding for Building Renovations (B50) project. Projects are currently in progress.
					Subtotal - CF Large Projects:	\$32,556,367	\$8,322,158	\$9,193,662	\$15,040,547			
	<b>State Appropriated Projects <sup>4,6</sup></b>											
		Critical Fire Alarm Systems Replacements (renov.)	Project to replace the control panels for aging fire alarm systems in multiple buildings.	\$1,050,000	SFRF-PECO	\$1,050,000	\$217,196	\$198,628	\$634,176	7/1/2022	12/31/2026	Per FY22-23 GAA, Section 197, State Fiscal Recovery Funding "Public Education Capital Outlay."
		Critical Roof Replacements (renov.)	Roof replacements for nine (9) campus buildings.	\$5,111,000	SFRF-PECO	\$5,111,000	\$0	\$1,703,496	\$3,407,504	7/1/2022	12/31/2026	Per FY22-23 GAA, Section 197, State Fiscal Recovery Funding "Public Education Capital Outlay."
		Replacements of HVAC Systems and Utility Distribution Systems (renov.)	HVAC systems upgrades within three (3) buildings and upgrades to select utility distribution systems across the campus.	\$2,335,000	SFRF-PECO	\$2,335,000	\$52,671	\$725,585	\$1,556,745	7/1/2022	12/31/2026	Per FY22-23 GAA, Section 197, State Fiscal Recovery Funding "Public Education Capital Outlay."
		Science and Engineering Research Wing (SF 3194)	Bldg. 4 - Science and Engineering Research Wing	\$21,122,335	PECO/GR	\$21,122,335	\$0	\$0	\$21,122,335	7/1/2023	6/30/2026	Estimated spending for FY24 will be updated when the project commences later in the fiscal year.
		Critical Infrastructure-Satellite Utilities Plant Phase I (SF 1461) (HF0361)	Critical Infrastructure-Satellite Utilities Plant Phase I	\$10,000,000	PECO/GR	\$10,000,000	\$0	\$0	\$10,000,000	7/1/2023	6/30/2026	Estimated spending for FY24 will be updated when the project commences later in the fiscal year.
		UCSI (University Commons & Student Involvement facility) Improvements YR20	B22 Univ Commons R&R Ph2	\$810,385	CITF	\$810,385	\$810,385	\$0	\$0	7/1/2019	6/30/2024	Project is complete.
		HLS Outdoor Center YR22	Building 72 - HLS Outdoor Center Phase I	\$81,110	CITF	\$81,110	\$6,990	\$74,120	\$0	7/1/2021	6/30/2024	The project is currently in the design phase. Fabrication, permitting, and construction of the new bouldering wall will then follow.

CFSP item #	Category	Project Title/Name	Description	Budget Allocation (Total Estimated Project Cost)	Funding Source(s)		Funds Expended Since Inception	Estimated Amt of Funds to be Expended this Year	Remaining Balance	Estimated Project Timeline		Comments	
					Source	Amount				Start Date	Completion Date		
		HLS Outdoor Center YR23	Building 72 - HLS Outdoor Center Phase 2	\$103,890	CITF	\$103,890	\$6,365	\$97,525	\$0	7/1/2022	6/30/2024	The project is currently in the design phase. Fabrication, permitting, and construction of the new bouldering wall will then follow.	
		B22 Outdoor Patio YR23	Building 22 - Outdoor Patio	\$150,000	CITF	\$150,000	\$2,280	\$147,720	\$0	7/1/2022	6/30/2024	Design phase for the exterior plaza patio improvements is currently in progress.	
		Soccer Field Draining and Improvement YR23	Soccer Field Draining and Improvement	\$100,000	CITF	\$100,000	\$100,000	\$0	\$0	7/1/2022	6/30/2024	Project is complete.	
		Soccer Field Draining and Improvement YR23	Soccer Field Draining and Improvement	\$30,157	Athletics	\$30,157	\$30,157	\$0	\$0	7/1/2022	6/30/2024	Project is complete.	
		University Park Field Pathway YR23	University Park Field Pathway	\$76,270	CITF	\$76,270	\$62,740	\$13,530	\$0	7/1/2022	6/30/2024	Project is almost complete; final punch list items under review.	
		Entrance and Visitor Center Redesign YR23	Entrance and Visitor Center Redesign Phase 1A	\$753,888	CITF	\$753,888	\$164,477	\$89,325	\$500,087	7/1/2022	6/30/2025	The initial design phase is complete. The project construction for initial Phase 1 is commencing as of January 2024. Estimated spending for subsequent phases will be updated later in the fiscal year.	
		Entrance and Visitor Center Redesign YR24	Entrance and Visitor Center Redesign Phase 1B	\$246,112	CITF	\$246,112	\$0	\$0	\$246,112	7/1/2023	6/30/2025	Estimated spending will be updated when this phase of the project commences.	
		Entrance and Visitor Center Redesign YR23 & YR24	Entrance and Visitor Center Redesign	\$1,000,000	Auxiliary	\$1,000,000	\$0	\$0	\$1,000,000	7/1/2023	6/30/2025	Additional funding for this project for design and construction costs.	
		Pen Air Field Turf Replacement YR24	Pen Air Field Turf Replacement	\$300,000	CITF	\$300,000	\$23,145	\$251,855	\$25,000	7/1/2023	6/30/2024	Project completed for football season; project billing is currently under review.	
		Pickleball Court Renovation YR24	Pickleball Court Renovation	\$25,000	CITF	\$25,000	\$20,750	\$0	\$4,250	7/1/2023	6/30/2024	Final project expenditures are currently in progress.	
		Pen Air Field Bleachers YR24	Pen Air Field Bleachers	\$626,102	CITF	\$626,102	\$626,102	\$0	\$0	7/1/2023	6/30/2024	Project is complete. Balance of OCO costs to be funded by Athletics.	
				Subtotal - State Appropriated Projects:		\$43,921,249	\$2,123,258	\$3,301,783	\$38,496,208				
<b>Non-Appropriated Projects</b> <sup>5,6</sup>													
		East Sports Complex Internet Connectivity Install fiber project (construction and equipment)		\$229,710	Auxiliary	\$229,710	\$229,710	\$0	\$0	7/1/2022	6/30/2024	Project is complete.	
				Subtotal - Non-Appropriated Projects:		\$229,710	\$229,710	\$0	\$0				
				<b>TOTALS:</b>		<b>\$77,128,186</b>	<b>\$77,128,186</b>	<b>\$11,095,986</b>	<b>\$12,495,445</b>	<b>\$53,536,755</b>			FCO budget decrease: \$29,139.73 (CF) for Bldg. 70 Mock Trial Courtroom Relocation project and \$5,100 (Athletics) for Soccer Field Draining and Improvement project; both projects are complete.

**Notes:**

- 1) *Education & General (E&G) Operating Projects* is a consolidated line item of all FCO projects, as defined in Board reg 14.001, funded from current year E&G operating funds. No individual project funded in whole or in part shall exceed \$1M, per Board reg 9.007(3)(a)1.
- 2) *Carryforward (CF) - Small Projects* is a consolidated line item of all FCO projects with a cost up to \$2M funded in whole or in part from CF funds, pursuant to Board Reg. 14.003(2)(b). Includes replacement of facilities less than 10,000 gross sf. This is a single line item in the FCO budget. For a list of individual projects, refer to the Carryforward Spending Plans (CFSP).
- 3) *Carryforward (CF) - Large Projects* includes any FCO project funded in whole or in part from CF funds, where total individual FCO project cost exceeds \$2M, pursuant to Board reg. 14.003(2)(c) and expenditure limits described therein. May also be reflected as one of multiple funding sources under categories State Appropriate Projects and Non-Appropriated Projects.
- 4) *State Appropriated Projects* - this category includes all FCO projects utilizing funds originally appropriated as FCO funds by the State of Florida, notwithstanding criteria in Board regulation 14.001. These funds should never be included in the operating budget. Examples, PECO (including Sum-of-Digits) and CITF. Reference Board reg 14.003(12)(d). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.
- 5) *Non-Appropriated Projects* - this category includes all university FCO projects that have not directly or indirectly used funds appropriated by the State. Examples include private donations, athletic revenues, federal grants, housing/parking revenue bonds, etc. Reference Board reg 14.003(2)(e). For the purpose herein, all projects \$2 million or less can be consolidated into a single line item.
- 6) In light of the definition of "board" (s. 1013.01, F.S.), the requirements of s. 1031.61, F.S., the FCO Budget does not apply to those projects acquired, constructed, and owned by a Direct Support Organization or under a Public Private Partnership.

FCO budget increase: \$1.2M for Building Renovations B50 (CF Add'l funding) for Campus Deferred Maint project

**Board of Trustees**  
**Finance, Facilities, and Operations Committee**  
**February 15, 2024**

Update FY2023/24 Current Modified Operating Budget as of December 31, 2023

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**Recommended Action:**

N/A - Informational

**Background Information:**

The FY 2023-24 Estimated Consolidated Operating Budget for UWF was approved by the Board of Trustees and submitted to the Florida Board of Governors in June 2023.

This is an updated to the FY2023-24 Operating Budget Summary report for the end of the second quarter, 12/31/2023, with budget-to-actual results for each fund group.

**Implementation Plan:**

N/A - Informational

**Fiscal Implications:**

Fiscal oversight by the UWF BOT for a \$336.7 million estimated revenue budget from all fund sources, or \$177.2 million Education and General revenue budget, and a \$366.1 million estimated expense budget from all sources.

**Relevant Authority:**

Florida Board of Governors Regulations 9.007 State University Operating Budgets

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**Supporting Documents:**

1. PowerPoint of Highlights (2 pages)
2. FY23-24 2<sup>nd</sup> Quarter – BOT Budget Talking Points (2 pages)
3. FY23-24 2<sup>nd</sup> Quarter Operating Budget Summary (7 pages)

**Prepared by:**

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**Presenter:**

Jeffrey A. Djerlek, Associate Vice President for Finance and University Controller

## Education & General

- Total Revenues are up **\$2.9M** as state appropriations are up by **\$1M** and with enrollment increasing at **6%** we are up **\$1.9M** in the SFTF
- Total Expenditures were **(\$9.2M) under** 3-yr estimated budget
  - The new appropriations are held Central until the administration reinvests per the Strategic plan which takes time to implement.
  - (\$3.2M) Salaries & Benefits – Summer Salary Savings
  - (\$6.2M) Expenses - Funds held Centrally until Admin Reinvestment

## Carryforward

- **\$12.4M** =7% statutory carryforward cash reserve
  - FCO budget increased by **\$1.2M** for Building 50 Renovations
  - Expenditures were **(\$2.3M) lower** than estimated due scholarship funding moving to E&G
  - Agrees with BOT-approved carryforward spending plan
-

### Auxiliaries

- Total actual revenues are over the estimated average by **\$4.0M**:
    - **\$2.3M** of the increase concentrated in Other Revenues related to sales of meal plans, books, and other services.
    - **\$1.4M** of the increase is related to fee revenue growth for higher enrollment in flat-rate programs.
  - **\$760K** underspending in Expense budget due to timing, when you add back encumbrances the amount is consistent.
  - **\$1.2M** Decrease in OCO budget due to last year's purchases of the Pen Air Field Turf Replacement and Bleachers which brings the average down.
  - **\$0.5M** decrease in FCO estimate due to the timing of projects, if you add back encumbrances we are in line with planned FCO.
-



## ***FY 24 2<sup>nd</sup> Qtr - BOT Budget to Actual Talking Points***

- **Page 2**

- With the exception of Athletics, all of the ending fund balances finished the quarter in the positive. The cash deficit in Athletics is a timing issue since additional funding will be provided from administrative overhead.

- **Page 3**

- Note that the **7%** Statutory Carryforward Cash Reserve of **\$12.4M** was subtracted from the beginning Carryforward balance, computing an ending balance of approximately **\$12.5M** in remaining funds or 41% of funds available to spend.

- **Pages 4/5/6 E&G**

- Page 4

- State Appropriations had a small change for the risk management amount. .
- Over a million dollars in summer salary savings, in the OPS line, netted with the COLA and merit increases, funded from Central in the Expenses line. That net difference is used for projected OPS and Adjuncts.

- Pages 5 and 6

- State Appropriations are up by **\$1.1M** compared to the budgeted 3-year average projection due to increases in current-year operating enhancement and incentive funding.
- Education Enhancements Trust Funds – Lottery funding has not yet been received this year. Historically, we have received this funding from the state in the last 2 quarters of a fiscal year, with the first receipt typically in March.
- Student Fee Trust is up **\$1.9M** compared to the budgeted 3-year average as enrollment continues to have an overall 6% growth.
- Expenditures overall show a **\$9.2M underspending** compared to the budgeted 3-year average projection. Salaries and Benefits are contributing about **\$3.2M** to the underspending compared to the budget. However, if you look at the prior 3-year actuals you can see we are spending more than in prior years, as it takes additional time to implement spending of new operational support.
- The Expense line makes up **\$6.2M** of the projected underspending based on average budget projection. The prior 3-year actuals show an increasing trend for expenses. Current year appropriations will be held in Central until the administration reinvests per the Strategic Plan.

- **Pages 7/8/9 Carry Forward Funds**

- Page 7

- In totality, CF budgeted expenditures have remained constant. However, funds have been realigned to coincide with adjusted needs as per the CF Spending Plan.
- Summer Salary increases were reallocated from the Expense line to cover the actual summer spending.
- FCO budget increased by **\$1.2M** for Building 50 CASSH Offices renovations which were reallocated from the Expense line.

- Pages 8 and 9

- Expenditures were **\$2.3M** lower than the total estimated budget due to prior year scholarships funded in CF which are now funded in E&G. All divisional spending is in line with the CF Spending Plans.

## ***FY 24 2<sup>nd</sup> Qtr - BOT Budget to Actual Talking Points***

- FCO actual and encumbrances are larger than the estimated budget, but in keeping with CF Spending Plans.
- **Pages 10/11/12 Auxiliary Funds**
  - Page 10
    - Total budgeted expenditures are **\$1.2M** higher than the prior quarter's modified budget.
    - Budgeted OPS increased by **\$409K**, of which \$105K of the increase was due to Recreation OPS costs and \$99K to establish a budget to cover CEPS Adjunct costs.
    - The Expense line increased by **\$349K** with \$135K related to the Cybersecurity Training Program.
    - The OCO budget decreased by **\$584K** due to the Pen Air Field Artificial Turf Replacement and Bleachers funding moved to the current year CITF.
    - The **\$1.0M** increase in the FCO budget is due to the redesign of the UWF Grand Entrance.
  - Page 11 & 12
    - Total actual revenues as of the end of Q2 were over the 3-year estimated average by **\$4.0M**, with **\$2.3M** of the increase concentrated in Other Revenues. The Other Revenues are up due to post-pandemic sales in meal plans, books, and other services. Fees increased by **\$1.4M** due to higher enrollment in flat-rate programs.
    - Total actual expenditures at the end of Q2 were **\$1.3M** below the 3-year estimated budgeted average. For the Expense line, combined actuals and encumbrances are greater than the estimated budget due to increases in enrollment. The 3-year estimated OCO budget is overstated due to the FY 2023 Bleachers purchase. Actuals are consistent with prior years. Total FCO actuals and encumbrances are in line with the current planned budget.
    - Transfers are **\$1.2M** higher than the 3-year estimated budget. This is due to positive and negative budget fluctuations caused by the timing of Administrative Overhead and Transfers-Out.
- **Page 13/14/15 Athletics Funds**
  - Page 13
    - No major budget changes.
  - Page 14 & 15
    - Total actual revenues as of the end of Q2 were over the 3-year estimated average by **\$206K**. Sales of Goods & Services are down by **\$40K** due to ticket sales. Fees are up by **\$137K** due to increases in enrollment. Misc. Receipts related to Sponsorship and marketing increased by **\$113K**.
    - Total actual expenditures at the end of Q2 were **\$114K** above the 3-year estimated budgeted average. Expense actuals were up by **\$770K** for medical claims, waivers and other operating expenses, and were offset by Transfers-in.
- **Page 16/17/18 Student Activity Funds**
  - Page 16
    - No major budget changes.
  - Page 17 & 18
    - Total actual expenditures at the end of Q2 were **\$114K** above the 3-year estimated budgeted average. The largest change is **\$151K** in the Expense line as departments continue to spend down large cash balances.

**University of West Florida**  
**Consolidated BOT Approved Operating Budget Summary**  
**Second Quarter**  
**For the Fiscal Year Ending June 30, 2024**

	Education & General	Carry Forward	Auxiliaries	Athletics	Student Activity	Contracts & Grants	Financial Aid	Concessions	Technology	Board Approved Fees (Green Fee)	Total All Funds
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$34,107,235</b>	<b>\$49,302,747</b>	<b>\$116,093</b>	<b>\$2,280,324</b>	<b>\$3,713,336</b>	<b>\$2,667,481</b>	<b>\$417,255</b>	<b>\$3,748,276</b>	<b>\$258,877</b>	<b>\$96,611,624</b>
<b>Revenues &amp; Transfers In:</b>											
1. State Appropriated Funds	\$113,803,238	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,803,238
2. Enhancement Trust Fund (Lottery)	\$20,368,966	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,368,966
3. Student Fee Trust Fund (Tuition)	\$43,048,775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,048,775
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$1,645,816	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,925,816
7. Fees	\$0	\$0	\$28,675,886	\$4,995,000	\$3,282,882	\$19,101	\$1,741,000	\$0	\$1,326,495	\$177,500	\$40,217,863
8. Miscellaneous Receipts	\$0	\$0	\$4,511,749	\$959,000	\$0	\$1,067,108	\$36,802,730	\$213,600	\$0	\$0	\$43,554,187
9. Other Grants & Donations	\$0	\$0	\$70,000	\$0	\$0	\$7,062,799	\$0	\$0	\$0	\$0	\$7,132,799
10. Rent	\$0	\$0	\$414,679	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$422,679
11. U.S. Grants	\$0	\$0	\$0	\$0	\$0	\$19,995,127	\$42,932,962	\$0	\$0	\$0	\$62,928,089
12. City, County & State Grants	\$0	\$0	\$0	\$0	\$0	\$846,405	\$0	\$0	\$0	\$0	\$846,405
13. Other Revenue	\$0	\$0	\$2,170,341	\$0	\$0	\$128,094	\$123,932	\$0	\$53,200	\$5,400	\$2,480,967
<b>14. Total Additions to Fund Balance</b>	<b>\$177,220,979</b>	<b>\$0</b>	<b>\$37,488,471</b>	<b>\$6,242,000</b>	<b>\$3,282,882</b>	<b>\$29,118,634</b>	<b>\$81,600,624</b>	<b>\$213,600</b>	<b>\$1,379,695</b>	<b>\$182,900</b>	<b>\$336,729,784</b>
<b>15. Total Resources Available</b>	<b>\$177,220,979</b>	<b>\$34,107,235</b>	<b>\$86,791,218</b>	<b>\$6,358,093</b>	<b>\$5,563,206</b>	<b>\$32,831,970</b>	<b>\$84,268,105</b>	<b>\$630,855</b>	<b>\$5,127,970</b>	<b>\$441,777</b>	<b>\$433,341,409</b>
<b>Expenditures &amp; Transfers Out:</b>											
16. Salaries & Benefits	\$98,245,347	\$570,968	\$12,032,160	\$2,905,737	\$1,598,520	\$8,791,464	\$0	\$0	\$0	\$0	\$124,144,196
17. Other Personal Services (OPS)	\$9,325,166	\$567,453	\$3,952,755	\$520,197	\$1,224,008	\$1,932,154	\$0	\$0	\$0	\$0	\$17,521,733
18. Expenses	\$67,684,943	\$18,258,631	\$22,778,267	\$3,338,800	\$608,695	\$15,980,107	\$84,159,000	\$101,600	\$1,044,602	\$132,645	\$214,087,290
19. Other Capital Outlay (OCO)	\$200,726	\$394,860	\$804,960	\$0	\$0	\$955,199	\$0	\$0	\$277,632	\$20,708	\$2,654,085
20. Library Resources	\$125,544	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,544
21. Risk Management	\$469,305	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$469,305
22. Financial Aid	\$719,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$719,949
23. Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25. Transfers	\$0	\$0	\$821,135	(\$417,350)	\$310,227	(\$305,404)	(\$520,608)	\$112,000	\$0	\$0	\$0
26. Fixed Capital Outlay (FCO)	\$450,000	\$1,909,855	\$4,048,296	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,408,150
<b>27. Total Resources Used</b>	<b>\$177,220,979</b>	<b>\$21,701,766</b>	<b>\$44,437,573</b>	<b>\$6,347,384</b>	<b>\$3,741,450</b>	<b>\$27,353,520</b>	<b>\$83,638,392</b>	<b>\$213,600</b>	<b>\$1,322,234</b>	<b>\$153,353</b>	<b>\$366,130,251</b>
<b>Net Change</b>	<b>\$0</b>	<b>(\$21,701,766)</b>	<b>(\$6,949,102)</b>	<b>(\$105,384)</b>	<b>(\$458,568)</b>	<b>\$1,765,114</b>	<b>(\$2,037,768)</b>	<b>\$0</b>	<b>\$57,461</b>	<b>\$29,547</b>	<b>(\$29,400,467)</b>
<b>Statutory Carryforward Cash Reserve</b>	<b>\$0</b>	<b>(\$12,405,469)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$12,405,469)</b>
<b>Ending Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$42,353,645</b>	<b>\$10,709</b>	<b>\$1,821,756</b>	<b>\$5,478,450</b>	<b>\$629,713</b>	<b>\$417,255</b>	<b>\$3,805,736</b>	<b>\$288,424</b>	<b>\$54,805,688</b>

**University of West Florida**  
**Consolidated Current Modified Operating Budget Summary**  
**Second Quarter**  
**For the Fiscal Year Ending June 30, 2024**

	Education & General	Carry Forward	Auxiliaries	Athletics	Student Activity	Contracts & Grants	Financial Aid	Concessions	Technology	Board Approved Fees (Green Fee)	Total All Funds
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$30,502,028</b>	<b>\$49,965,263</b>	<b>(\$39,929)</b>	<b>\$2,168,792</b>	<b>\$7,300,376</b>	<b>\$3,755,799</b>	<b>\$418,304</b>	<b>\$3,282,712</b>	<b>\$360,395</b>	<b>\$97,713,740</b>
<b>Revenues &amp; Transfers In:</b>											
1. State Appropriated Funds	\$114,229,195	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114,229,195
2. Enhancement Trust Fund (Lottery)	\$20,368,966	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,368,966
3. Student Fee Trust Fund (Tuition)	\$43,048,775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,048,775
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$1,645,817	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,925,817
7. Fees	\$0	\$0	\$28,675,888	\$4,995,000	\$3,282,882	\$19,101	\$1,741,000	\$0	\$1,326,495	\$177,500	\$40,217,866
8. Miscellaneous Receipts	\$0	\$0	\$4,511,749	\$959,000	\$0	\$1,067,108	\$36,802,730	\$213,600	\$0	\$0	\$43,554,187
9. Other Grants & Donations	\$0	\$0	\$70,000	\$0	\$0	\$7,062,799	\$0	\$0	\$0	\$0	\$7,132,799
10. Rent	\$0	\$0	\$414,677	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$422,677
11. U.S. Grants	\$0	\$0	\$0	\$0	\$0	\$19,995,127	\$42,932,962	\$0	\$0	\$0	\$62,928,089
12. City, County & State Grants	\$0	\$0	\$0	\$0	\$0	\$846,405	\$0	\$0	\$0	\$0	\$846,405
13. Other Revenue	\$0	\$0	\$2,170,342	\$0	\$0	\$128,094	\$123,932	\$0	\$53,200	\$5,400	\$2,480,968
14. <b>Total Additions to Fund Balance</b>	<b>\$177,646,936</b>	<b>\$0</b>	<b>\$37,488,473</b>	<b>\$6,242,000</b>	<b>\$3,282,882</b>	<b>\$29,118,634</b>	<b>\$81,600,624</b>	<b>\$213,600</b>	<b>\$1,379,695</b>	<b>\$182,900</b>	<b>\$337,155,744</b>
15. <b>Total Resources Available</b>	<b>\$177,646,936</b>	<b>\$30,502,028</b>	<b>\$87,453,736</b>	<b>\$6,202,071</b>	<b>\$5,451,674</b>	<b>\$36,419,010</b>	<b>\$85,356,423</b>	<b>\$631,904</b>	<b>\$4,662,407</b>	<b>\$543,295</b>	<b>\$434,869,484</b>
<b>Expenditures &amp; Transfers Out:</b>											
16. Salaries & Benefits	\$106,887,085	\$693,952	\$12,077,570	\$2,905,737	\$1,556,681	\$8,957,735	\$0	\$0	\$0	\$0	\$133,078,760
17. Other Personal Services (OPS)	\$9,565,481	\$319,825	\$4,779,879	\$528,154	\$1,224,030	\$1,707,285	\$0	\$0	\$0	\$0	\$18,124,654
18. Expenses	\$59,439,950	\$11,934,471	\$24,650,798	\$3,343,397	\$1,084,669	\$16,006,863	\$84,194,000	\$112,777	\$886,861	\$300,120	\$201,953,906
19. Other Capital Outlay (OCO)	\$378,370	\$1,399,846	\$825,120	\$13,689	\$2,037	\$1,040,393	\$0	\$0	\$222,331	\$22,108	\$3,903,894
20. Library Resources	\$37,288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,288
21. Risk Management	\$592,462	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$592,462
22. Financial Aid	\$746,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$746,300
23. Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25. Transfers	\$0	\$0	\$1,080,000	(\$417,350)	\$279,087	\$0	(\$1,053,737)	\$112,000	\$0	\$0	\$0
26. Fixed Capital Outlay (FCO)	\$0	\$3,739,843	\$6,352,340	\$17,175	\$0	(\$10,000)	\$0	\$0	\$0	\$0	\$10,099,358
27. <b>Total Resources Used</b>	<b>\$177,646,936</b>	<b>\$18,087,937</b>	<b>\$49,765,707</b>	<b>\$6,390,802</b>	<b>\$4,146,504</b>	<b>\$27,702,276</b>	<b>\$83,140,263</b>	<b>\$224,777</b>	<b>\$1,109,192</b>	<b>\$322,228</b>	<b>\$368,536,622</b>
<b>Net Change</b>	<b>\$0</b>	<b>(\$18,087,937)</b>	<b>(\$12,277,234)</b>	<b>(\$148,802)</b>	<b>(\$863,622)</b>	<b>\$1,416,358</b>	<b>(\$1,539,639)</b>	<b>(\$11,177)</b>	<b>\$270,503</b>	<b>(\$139,328)</b>	<b>(\$31,380,878)</b>
<b>Statutory Carryforward Cash Reserve</b>	<b>\$0</b>	<b>(\$12,405,469)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$12,405,469)</b>
<b>Ending Balance</b>	<b>\$0</b>	<b>\$8,622</b>	<b>\$37,688,029</b>	<b>(\$188,731)</b>	<b>\$1,305,170</b>	<b>\$8,716,734</b>	<b>\$2,216,160</b>	<b>\$407,127</b>	<b>\$3,553,215</b>	<b>\$221,067</b>	<b>\$53,927,393</b>

**University of West Florida**  
**Consolidated Operating Actual Summary**  
**Second Quarter**  
**For the Fiscal Year Ending June 30, 2024**

	Education & General	Carry Forward	Auxiliaries	Athletics	Student Activity	Contracts & Grants	Financial Aid	Concessions	Technology	Board Approved Fees (Green Fee)	Total All Funds
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$30,502,028</b>	<b>\$49,965,263</b>	<b>(\$39,929)</b>	<b>\$2,168,792</b>	<b>\$7,300,376</b>	<b>\$3,755,799</b>	<b>\$418,304</b>	<b>\$3,282,712</b>	<b>\$360,395</b>	<b>\$97,713,740</b>
<b>Revenues &amp; Transfers In:</b>											
1. State Appropriated Funds	\$57,426,606	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,426,606
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$30,150,585	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,150,585
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$839,385	\$142,848	\$0	\$25,237	\$0	\$0	\$0	\$0	\$1,007,470
7. Fees	\$0	\$0	\$14,704,622	\$2,574,406	\$1,670,153	\$29,533	\$968,927	\$0	\$691,553	\$90,729	\$20,729,923
8. Miscellaneous Receipts	\$0	\$0	\$1,770,389	\$322,773	\$0	\$743,871	\$26,715,257	\$59,004	\$0	\$0	\$29,611,294
9. Other Grants & Donations	\$0	\$0	\$68,451	\$0	\$0	\$3,438,083	\$0	\$0	\$0	\$0	\$3,506,534
10. Rent	\$0	\$0	\$141,308	\$158	\$0	\$0	\$0	\$0	\$0	\$0	\$141,466
11. U.S. Grants	\$0	\$0	\$0	\$0	\$0	\$8,860,850	\$22,700,228	\$0	\$0	\$0	\$31,561,078
12. City, County & State Grants	\$0	\$0	\$0	\$0	\$0	\$1,743,970	\$0	\$0	\$0	\$0	\$1,743,970
13. Other Revenue	\$0	\$0	\$3,797,595	\$153	\$0	\$134,148	\$118,094	\$0	\$38,622	\$3,865	\$4,092,477
14. <b>Total Additions to Fund Balance</b>	<b>\$87,577,191</b>	<b>\$0</b>	<b>\$21,321,750</b>	<b>\$3,040,338</b>	<b>\$1,670,153</b>	<b>\$14,975,692</b>	<b>\$50,502,506</b>	<b>\$59,004</b>	<b>\$730,175</b>	<b>\$94,594</b>	<b>\$179,971,403</b>
15. <b>Total Resources Available</b>	<b>\$87,577,191</b>	<b>\$30,502,028</b>	<b>\$71,287,013</b>	<b>\$3,000,409</b>	<b>\$3,838,945</b>	<b>\$22,276,068</b>	<b>\$54,258,305</b>	<b>\$477,308</b>	<b>\$4,012,887</b>	<b>\$454,989</b>	<b>\$277,685,143</b>
<b>Expenditures &amp; Transfers Out:</b>											
16. Salaries & Benefits	\$47,051,284	\$272,640	\$5,978,423	\$1,412,009	\$629,148	\$4,576,369	\$0	\$0	\$0	\$0	\$59,919,873
17. Other Personal Services (OPS)	\$5,031,710	\$276,463	\$2,399,606	\$255,621	\$470,409	\$848,139	\$0	\$0	\$0	\$0	\$9,281,948
18. Expenses	\$15,199,601	\$4,666,494	\$8,749,952	\$2,289,630	\$397,539	\$9,304,300	\$43,998,045	\$47,855	\$208,897	\$103,451	\$84,965,764
19. Other Capital Outlay (OCO)	\$135,535	\$127,140	\$58,116	\$13,689	\$2,037	\$202,622	\$0	\$0	\$532,797	\$6,708	\$1,078,644
20. Library Resources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21. Risk Management	\$592,462	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$592,462
22. Financial Aid	\$746,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$746,300
23. Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25. Transfers	\$0	\$0	\$1,073,154	(\$770,241)	\$240,085	(\$2,449)	(\$540,549)	\$0	\$0	\$0	\$0
26. Fixed Capital Outlay (FCO)	\$0	\$286,827	\$719,710	\$17,175	\$0	\$0	\$0	\$0	\$0	\$0	\$1,023,712
27. <b>Total Resources Used</b>	<b>\$68,756,892</b>	<b>\$5,629,564</b>	<b>\$18,978,961</b>	<b>\$3,217,883</b>	<b>\$1,739,218</b>	<b>\$14,928,981</b>	<b>\$43,457,496</b>	<b>\$47,855</b>	<b>\$741,694</b>	<b>\$110,159</b>	<b>\$157,608,703</b>
<b>Net Change</b>	<b>\$18,820,299</b>	<b>(\$5,629,564)</b>	<b>\$2,342,789</b>	<b>(\$177,545)</b>	<b>(\$69,065)</b>	<b>\$46,711</b>	<b>\$7,045,010</b>	<b>\$11,149</b>	<b>(\$11,519)</b>	<b>(\$15,565)</b>	<b>\$22,362,700</b>
<b>Statutory Carryforward Cash Reserve</b>	<b>\$0</b>	<b>(\$12,405,469)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$12,405,469)</b>
<b>Ending Balance</b>	<b>\$18,820,299</b>	<b>\$12,466,995</b>	<b>\$52,308,052</b>	<b>(\$217,474)</b>	<b>\$2,099,727</b>	<b>\$7,347,087</b>	<b>\$10,800,809</b>	<b>\$429,453</b>	<b>\$3,271,193</b>	<b>\$344,830</b>	<b>\$107,670,971</b>

University of West Florida  
Education & General  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Prior Quarter Modified Budget as of 9-30- 2023	Current Modified Budget as of 12-31-2023	Change	Notes & Comments
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>					
1. State Appropriated Funds	\$113,803,238	\$114,229,216	\$114,229,195	(\$21)	1 BT Risk Management
2. Enhancement Trust Fund (Lottery)	\$20,368,966	\$20,368,966	\$20,368,966	\$0	
3. Student Fee Trust Fund (Tuition)	\$43,048,775	\$43,048,775	\$43,048,775	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$0	\$0	\$0	\$0	
7. Fees	\$0	\$0	\$0	\$0	
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0	
9. Other Grants & Donations	\$0	\$0	\$0	\$0	
10. Rent	\$0	\$0	\$0	\$0	
11. U.S. Grants	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	\$0	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$177,220,979</b>	<b>\$177,646,957</b>	<b>\$177,646,936</b>	<b>(\$21)</b>	
15. <b>Total Resources Available</b>	<b>\$177,220,979</b>	<b>\$177,646,957</b>	<b>\$177,646,936</b>	<b>(\$21)</b>	
<b>Expenditures &amp; Transfers Out:</b>					
16. Salaries & Benefits	\$98,245,347	\$106,565,685	\$106,887,085	\$321,400	101 BTs Not Material
17. Other Personal Services (OPS)	\$9,325,166	\$7,923,331	\$9,565,481	\$1,642,150	66 BTs \$1.4M Sum Sal Savings, \$272K ISR Assistantships
18. Expenses	\$67,684,943	\$61,468,698	\$59,439,950	(\$2,028,748)	156 BTs \$2.1M in COLA & Merit to Sal & Ben
19. Other Capital Outlay (OCO)	\$200,726	\$313,172	\$378,370	\$65,198	9 BTs Not Material
20. Library Resources	\$125,544	\$37,288	\$37,288	\$0	
21. Risk Management	\$469,305	\$592,483	\$592,462	(\$21)	1 BT Risk Management
22. Financial Aid	\$719,949	\$746,300	\$746,300	\$0	
23. Debt Service	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	
25. Transfers	\$0	\$0	\$0	\$0	
26. Fixed Capital Outlay (FCO)	\$450,000	\$0	\$0	\$0	
27. <b>Total Resources Used</b>	<b>\$177,220,979</b>	<b>\$177,646,957</b>	<b>\$177,646,936</b>	<b>(\$21)</b>	
<b>Net Change</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$42)</b>	
<b>Ending Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$42)</b>	

University of West Florida  
Education & General  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Current Modified Budget as of 12-31-2023	3 Yr Historical Avg % of Budget	Y-T-D Estimated Budget Based On a 3 Year Average	Actuals as of 12-31-2023	Over /(Under) Estimated Budget	Encumbrances as of 12-31-2023	Notes & Comments
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>								
1. State Appropriated Funds	\$113,803,238	\$114,229,195	49.35%	\$56,367,058	\$57,426,606	\$1,059,548	\$0	Incr in CY Operating Enhancement and Incentive Funding
2. Enhancement Trust Fund (Lottery)	\$20,368,966	\$20,368,966	0.00%	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$43,048,775	\$43,048,775	65.62%	\$28,248,831	\$30,150,585	\$1,901,754	\$0	Incr in Enrollment
4. Federal Grants Trust Fund (Education)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
7. Fees	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
8. Miscellaneous Receipts	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
9. Other Grants & Donations	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
10. Rent	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
11. U.S. Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$177,220,979</b>	<b>\$177,646,936</b>		<b>\$84,615,889</b>	<b>\$87,577,191</b>	<b>\$2,961,302</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$177,220,979</b>	<b>\$177,646,936</b>		<b>\$84,615,889</b>	<b>\$87,577,191</b>	<b>\$2,961,302</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>								
16. Salaries & Benefits	\$98,245,347	\$106,887,085	46.99%	\$50,223,709	\$47,051,284	(\$3,172,425)	\$49,333,898	Act Lower than Est Bud 3 Yr Avg due to Salary Savings
17. Other Personal Services (OPS)	\$9,325,166	\$9,565,481	53.46%	\$5,113,968	\$5,031,710	(\$82,258)	\$2,978,334	
18. Expenses	\$67,684,943	\$59,439,950	36.06%	\$21,431,280	\$15,199,601	(\$6,231,679)	\$3,817,995	Incr in CY Appropriations Held Central until Admin Re-invest by Strategic Plan
19. Other Capital Outlay (OCO)	\$200,726	\$378,370	11.19%	\$42,323	\$135,535	\$93,212	\$252,768	
20. Library Resources	\$125,544	\$37,288	9.44%	\$3,519	\$0	(\$3,519)	\$0	
21. Risk Management	\$469,305	\$592,462	74.16%	\$439,370	\$592,462	\$153,092	\$0	
22. Financial Aid	\$719,949	\$746,300	97.25%	\$725,774	\$746,300	\$20,526	\$0	
23. Debt Service	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
25. Transfers	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
26. Fixed Capital Outlay (FCO)	\$450,000	\$0	0.00%	\$0	\$0	\$0	\$0	
27. <b>Total Resources Used</b>	<b>\$177,220,979</b>	<b>\$177,646,936</b>		<b>\$77,979,943</b>	<b>\$68,756,892</b>	<b>(\$9,223,051)</b>	<b>\$56,382,995</b>	
<b>Net Change</b>	<b>\$0</b>	<b>\$0</b>		<b>\$6,635,946</b>	<b>\$18,820,299</b>			
<b>Ending Balance</b>	<b>\$0</b>	<b>\$0</b>		<b>\$6,635,946</b>	<b>\$18,820,299</b>			

**University of West Florida  
Education & General  
Second Quarter  
For the Fiscal Year Ending June 30, 2024**

	Actuals as of 12-31-2020	Actuals as of 12-31-2021	Actuals as of 12-31-2022	Actuals as of 12-31-2023
<b>Beginning Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Revenues &amp; Transfers In:</b>				
1. State Appropriated Funds	\$35,498,470	\$36,808,636	\$40,576,365	\$57,426,606
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$28,094,821	\$28,214,226	\$27,936,869	\$30,150,585
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$0	\$0
7. Fees	\$0	\$0	\$0	\$0
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0
9. Other Grants & Donations	\$0	\$0	\$0	\$0
10. Rent	\$0	\$0	\$0	\$0
11. U.S. Grants	\$0	\$0	\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0
13. Other Revenue	\$0	\$0	\$0	\$0
14. <b>Total Additions to Fund Balance</b>	<b>\$63,593,291</b>	<b>\$65,022,862</b>	<b>\$68,513,234</b>	<b>\$87,577,191</b>
15. <b>Total Resources Available</b>	<b>\$63,593,291</b>	<b>\$65,022,862</b>	<b>\$68,513,234</b>	<b>\$87,577,191</b>
<b>Expenditures &amp; Transfers Out:</b>				
16. Salaries & Benefits	\$44,589,782	\$42,138,118	\$44,305,413	\$47,051,284
17. Other Personal Services (OPS)	\$3,936,721	\$3,895,267	\$4,430,665	\$5,031,710
18. Expenses	\$8,970,186	\$11,928,259	\$12,760,362	\$15,199,601
19. Other Capital Outlay (OCO)	\$36,372	\$123,366	\$11,339	\$135,535
20. Library Resources	\$0	\$0	\$35,544	\$0
21. Risk Management	\$496,671	\$405,511	\$0	\$592,462
22. Financial Aid	\$719,949	\$719,949	\$719,949	\$746,300
23. Debt Service	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0
25. Transfers	\$0	\$0	\$0	\$0
26. Fixed Capital Outlay (FCO)	\$0	\$0	\$0	\$0
27. <b>Total Resources Used</b>	<b>\$58,749,681</b>	<b>\$59,210,470</b>	<b>\$62,263,272</b>	<b>\$68,756,892</b>
<b>Net Change</b>	<b>\$4,843,610</b>	<b>\$5,812,392</b>	<b>\$6,249,962</b>	<b>\$18,820,299</b>
<b>Ending Balance</b>	<b>\$4,843,610</b>	<b>\$5,812,392</b>	<b>\$6,249,962</b>	<b>\$18,820,299</b>



University of West Florida  
 Carry Forward  
 Second Quarter  
 For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Prior Quarter Modified Budget as of 9-30- 2023	Current Modified Budget as of 12-31-2023	Change	Notes & Comments
<b>Beginning Balance</b>	<b>\$34,107,235</b>	<b>\$30,502,028</b>	<b>\$30,502,028</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>					
1. State Appropriated Funds	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$0	\$0	\$0	\$0	
7. Fees	\$0	\$0	\$0	\$0	
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0	
9. Other Grants & Donations	\$0	\$0	\$0	\$0	
10. Rent	\$0	\$0	\$0	\$0	
11. U.S. Grants	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	\$0	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$34,107,235</b>	<b>\$30,502,028</b>	<b>\$30,502,028</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>					
16. Salaries & Benefits	\$570,968	(\$88,386)	\$693,952	\$782,338	4 BTs \$782K to cover Sum Sal Deficits from Gen Exp
17. Other Personal Services (OPS)	\$567,453	\$416	\$319,825	\$319,409	3 BTs
18. Expenses	\$18,258,631	\$14,385,387	\$11,934,471	(\$2,450,916)	25 BTs \$1.2M Bldg 50 CASSH Offices Renov to FCO, \$998K for Sal Sum
19. Other Capital Outlay (OCO)	\$394,860	\$1,250,677	\$1,399,846	\$149,169	5 BTs
20. Library Resources	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	
25. Transfers	\$0	\$0	\$0	\$0	
26. Fixed Capital Outlay (FCO)	\$1,909,855	\$2,539,843	\$3,739,843	\$1,200,000	1 BT \$1.2M Bldg 50 CASSH Office Renov from Exp
27. <b>Total Resources Used</b>	<b>\$21,701,766</b>	<b>\$18,087,937</b>	<b>\$18,087,937</b>	<b>\$0</b>	
<b>Net Change</b>	<b>(\$21,701,766)</b>	<b>(\$18,087,937)</b>	<b>(\$18,087,937)</b>	<b>\$0</b>	
<b>Statutory Carryforward Cash Reserve</b>	<b>(\$12,405,469)</b>	<b>(\$9,837,092)</b>	<b>(\$12,405,469)</b>	<b>\$0</b>	
<b>Ending Balance</b>	<b>\$0</b>	<b>\$2,576,999</b>	<b>\$8,622</b>	<b>\$0</b>	

University of West Florida  
Carry Forward  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Current Modified Budget as of 12-31-2023	3 Yr Historical Avg % of Budget	Y-T-D Estimated Budget Based On a 3 Year Average	Actuals as of 12-31-2023	Over/(Under) Estimated Budget	Encumbrances as of 12-31-2023	Notes & Comments
<b>Beginning Balance</b>	<b>\$34,107,235</b>	<b>\$30,502,028</b>	<b>100.00%</b>	<b>\$0</b>	<b>\$30,502,028</b>	<b>\$0</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>								
1. State Appropriated Funds	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
7. Fees	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
8. Miscellaneous Receipts	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
9. Other Grants & Donations	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
10. Rent	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
11. U.S. Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$34,107,235</b>	<b>\$30,502,028</b>		<b>\$0</b>	<b>\$30,502,028</b>	<b>\$0</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>								
16. Salaries & Benefits	\$570,968	\$693,952	65.16%	\$452,181	\$272,640	(\$179,541)	\$157,628	
17. Other Personal Services (OPS)	\$567,453	\$319,825	21.94%	\$70,174	\$276,463	\$206,289	\$387,431	
18. Expenses	\$18,258,631	\$11,934,471	58.46%	\$6,977,293	\$4,666,494	(\$2,310,799)	\$785,365	PY Schps Funded in CF now in E&G, all Divisions Spng with CF Plans
19. Other Capital Outlay (OCO)	\$394,860	\$1,399,846	18.67%	\$261,294	\$127,140	(\$134,154)	\$254,668	
20. Library Resources	\$0	\$0	33.33%	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
25. Transfers	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
26. Fixed Capital Outlay (FCO)	\$1,909,855	\$3,739,843	33.77%	\$1,263,080	\$286,827	(\$976,253)	\$2,795,337	Actual and Encumbrances are Larger than Est, but in keeping with Spndg Plans
27. <b>Total Resources Used</b>	<b>\$21,701,766</b>	<b>\$18,087,937</b>		<b>\$9,024,022</b>	<b>\$5,629,564</b>	<b>(\$3,394,458)</b>	<b>\$4,380,429</b>	
<b>Net Change</b>	<b>(\$21,701,766)</b>	<b>(\$18,087,937)</b>		<b>(\$9,024,022)</b>	<b>(\$5,629,564)</b>			
<b>Statutory Carryforward Cash Reserve</b>	<b>(\$12,405,469)</b>	<b>(\$12,405,469)</b>		<b>\$0</b>	<b>(\$12,405,469)</b>	<b>\$0</b>	<b>\$0</b>	
<b>Ending Balance</b>	<b>\$0</b>	<b>\$8,622</b>		<b>(\$9,024,022)</b>	<b>\$12,466,995</b>			

University of West Florida  
Carry Forward  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	Actuals as of 12-31-2020	Actuals as of 12-31-2021	Actuals as of 12-31-2022	Actuals as of 12-31-2023
<b>Beginning Balance</b>	<b>\$29,337,793</b>	<b>\$21,284,232</b>	<b>\$24,863,612</b>	<b>\$30,502,028</b>
<b>Revenues &amp; Transfers In:</b>				
1. State Appropriated Funds	\$0	\$0	\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$0	\$0
7. Fees	\$0	\$0	\$0	\$0
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0
9. Other Grants & Donations	\$0	\$0	\$0	\$0
10. Rent	\$0	\$0	\$0	\$0
11. U.S. Grants	\$0	\$0	\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0
13. Other Revenue	\$0	\$0	\$0	\$0
14. <b>Total Additions to Fund Balance</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
15. <b>Total Resources Available</b>	<b>\$29,337,793</b>	<b>\$21,284,232</b>	<b>\$24,863,612</b>	<b>\$30,502,028</b>
<b>Expenditures &amp; Transfers Out:</b>				
16. Salaries & Benefits	\$4,057,357	\$247,075	\$209,063	\$272,640
17. Other Personal Services (OPS)	\$229,943	\$17,239	\$157,846	\$276,463
18. Expenses	\$8,965,803	\$4,793,428	\$5,574,928	\$4,666,494
19. Other Capital Outlay (OCO)	\$399,121	\$162,245	\$80,466	\$127,140
20. Library Resources	\$8,545	\$0	\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0
25. Transfers	\$0	\$0	\$0	\$0
26. Fixed Capital Outlay (FCO)	\$442,262	\$0	\$632,826	\$286,827
27. <b>Total Resources Used</b>	<b>\$14,103,031</b>	<b>\$5,219,987</b>	<b>\$6,655,129</b>	<b>\$5,629,564</b>
<b>Net Change</b>	<b>(\$14,103,031)</b>	<b>(\$5,219,987)</b>	<b>(\$6,655,129)</b>	<b>(\$5,629,564)</b>
<b>Statutory Carryforward Cash Reserve</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$8,996,954)</b>	<b>(\$12,405,469)</b>
<b>Ending Balance</b>	<b>\$15,234,762</b>	<b>\$16,064,245</b>	<b>\$9,211,529</b>	<b>\$12,466,995</b>

University of West Florida  
Auxiliaries  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Prior Quarter Modified Budget as of 9-30- 2023	Current Modified Budget as of 12-31-2023	Change	Notes & Comments
<b>Beginning Balance</b>	<b>\$49,302,747</b>	<b>\$49,965,263</b>	<b>\$49,965,263</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>					
1. State Appropriated Funds	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$1,645,816	\$1,645,817	\$1,645,817	\$0	
7. Fees	\$28,675,886	\$28,675,888	\$28,675,888	\$0	
8. Miscellaneous Receipts	\$4,511,749	\$4,511,749	\$4,511,749	\$0	
9. Other Grants & Donations	\$70,000	\$70,000	\$70,000	\$0	
10. Rent	\$414,679	\$414,677	\$414,677	\$0	
11. U.S. Grants	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	\$0	\$0	
13. Other Revenue	\$2,170,341	\$2,170,342	\$2,170,342	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$37,488,471</b>	<b>\$37,488,473</b>	<b>\$37,488,473</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$86,791,218</b>	<b>\$87,453,736</b>	<b>\$87,453,736</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>					
16. Salaries & Benefits	\$12,032,160	\$12,161,505	\$12,077,570	(\$83,935)	16 BTs Not Material
17. Other Personal Services (OPS)	\$3,952,755	\$4,371,040	\$4,779,879	\$408,839	14 BTs \$105K Rec OPS costs, \$99K CEPS Adjunct costs
18. Expenses	\$22,778,267	\$24,301,979	\$24,650,798	\$348,819	62 BTs \$135K Cybersecurity Training Prog
19. Other Capital Outlay (OCO)	\$804,960	\$1,408,890	\$825,120	(\$583,770)	4 BTs \$626K reduction Pen Air Field Artificial Turf Repl & Bleachers
20. Library Resources	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	
25. Transfers	\$821,135	\$1,053,650	\$1,080,000	\$26,350	42 BTs Not Material
26. Fixed Capital Outlay (FCO)	\$4,048,296	\$5,314,398	\$6,352,340	\$1,037,942	2 BTs \$1M Visitor Cntr Entrance Redesign
27. <b>Total Resources Used</b>	<b>\$44,437,573</b>	<b>\$48,611,462</b>	<b>\$49,765,707</b>	<b>\$1,154,245</b>	
<b>Net Change</b>	<b>(\$6,949,102)</b>	<b>(\$11,122,989)</b>	<b>(\$12,277,234)</b>	<b>\$1,154,245</b>	
<b>Ending Balance</b>	<b>\$42,353,645</b>	<b>\$38,842,274</b>	<b>\$37,688,029</b>	<b>\$1,154,245</b>	

University of West Florida  
Auxiliaries  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Current Modified Budget as of 12-31-2023	3 Yr Historical Avg % of Budget	Y-T-D Estimated Budget Based On a 3 Year Average	Actuals as of 12-31-2023	Over /(Under) Estimated Budget	Encumbrances as of 12-31-2023	Notes & Comments
<b>Beginning Balance</b>	<b>\$49,302,747</b>	<b>\$49,965,263</b>	<b>105.39%</b>	<b>\$49,965,263</b>	<b>\$49,965,263</b>	<b>\$0</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>								
1. State Appropriated Funds	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$1,645,816	\$1,645,817	38.87%	\$639,795	\$839,385	\$199,590	\$0	
7. Fees	\$28,675,886	\$28,675,888	46.41%	\$13,308,979	\$14,704,622	\$1,395,643	\$0	Increase in Enrollment in Flat Rate Prgms
8. Miscellaneous Receipts	\$4,511,749	\$4,511,749	40.04%	\$1,806,552	\$1,770,389	(\$36,163)	\$0	
9. Other Grants & Donations	\$70,000	\$70,000	44.43%	\$31,102	\$68,451	\$3,349	\$0	
10. Rent	\$414,679	\$414,677	22.05%	\$91,428	\$141,308	\$49,880	\$0	
11. U.S. Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
13. Other Revenue	\$2,170,341	\$2,170,342	67.27%	\$1,460,078	\$3,797,595	\$2,337,517	\$0	Post Pandemic Sales in Food/Books/& other services
14. <b>Total Additions to Fund Balance</b>	<b>\$37,488,471</b>	<b>\$37,488,473</b>		<b>\$17,337,934</b>	<b>\$21,321,750</b>	<b>\$3,983,816</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$86,791,218</b>	<b>\$87,453,736</b>		<b>\$67,303,197</b>	<b>\$71,287,013</b>	<b>\$3,983,816</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>								
16. Salaries & Benefits	\$12,032,160	\$12,077,570	49.03%	\$5,921,069	\$5,978,423	\$57,354	\$5,183,872	
17. Other Personal Services (OPS)	\$3,952,755	\$4,779,879	52.92%	\$2,529,726	\$2,399,606	(\$130,120)	\$1,233,913	
18. Expenses	\$22,778,267	\$24,650,798	38.58%	\$9,510,299	\$8,749,952	(\$760,347)	\$2,011,535	Actual with Enc is Greater than Est due to Enrollment inc
19. Other Capital Outlay (OCO)	\$804,960	\$825,120	147.35%	\$1,215,808	\$58,116	(\$1,157,692)	\$27,890	PY Bleachers Purchase throwing 3-yr Avg Off, Actuals are Consistent
20. Library Resources	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
25. Transfers	\$821,135	\$1,080,000	-14.43%	(\$155,826)	\$1,073,154	\$1,228,980	\$0	3YR Avgs Fluctuate from Pos to Neg due to Timing of Admin Overhed and Trx Out
26. Fixed Capital Outlay (FCO)	\$4,048,296	\$6,352,340	20.31%	\$1,290,424	\$719,710	(\$570,714)	\$4,618,721	Actual and Encumbrances W/ Current Planned Budget
27. <b>Total Resources Used</b>	<b>\$44,437,573</b>	<b>\$49,765,707</b>		<b>\$20,311,500</b>	<b>\$18,978,961</b>	<b>(\$1,332,539)</b>	<b>\$13,075,931</b>	
<b>Net Change</b>	<b>(\$6,949,102)</b>	<b>(\$12,277,234)</b>		<b>(\$2,973,566)</b>	<b>\$2,342,789</b>			
<b>Ending Balance</b>	<b>\$42,353,645</b>	<b>\$37,688,029</b>		<b>\$46,991,697</b>	<b>\$52,308,052</b>			

**University of West Florida  
Auxiliaries  
Second Quarter  
For the Fiscal Year Ending June 30, 2024**

	Actuals as of 12-31-2020	Actuals as of 12-31-2021	Actuals as of 12-31-2022	Actuals as of 12-31-2023
<b>Beginning Balance</b>	<b>\$35,440,127</b>	<b>\$40,615,139</b>	<b>\$40,615,139</b>	<b>\$49,965,263</b>
<b>Revenues &amp; Transfers In:</b>				
1. State Appropriated Funds	\$0	\$0	\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$465,027	\$732,044	\$732,044	\$839,385
7. Fees	\$9,881,128	\$11,672,602	\$11,672,602	\$14,704,622
8. Miscellaneous Receipts	\$1,037,953	\$1,177,192	\$1,177,192	\$1,770,389
9. Other Grants & Donations	\$30,411	\$24,195	\$24,195	\$68,451
10. Rent	\$87,636	\$81,153	\$81,153	\$141,308
11. U.S. Grants	\$0	\$0	\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0
13. Other Revenue	\$1,832,469	\$3,105,254	\$3,105,254	\$3,797,595
14. <b>Total Additions to Fund Balance</b>	<b>\$13,334,624</b>	<b>\$16,792,440</b>	<b>\$16,792,440</b>	<b>\$21,321,750</b>
15. <b>Total Resources Available</b>	<b>\$48,774,751</b>	<b>\$57,407,579</b>	<b>\$57,407,579</b>	<b>\$71,287,013</b>
<b>Expenditures &amp; Transfers Out:</b>				
16. Salaries & Benefits	\$4,854,296	\$5,414,009	\$5,790,344	\$5,978,423
17. Other Personal Services (OPS)	\$1,457,150	\$2,032,238	\$1,904,070	\$2,399,606
18. Expenses	\$7,843,513	\$4,701,591	\$8,777,664	\$8,749,952
19. Other Capital Outlay (OCO)	\$62,077	\$44,820	\$1,028,400	\$58,116
20. Library Resources	\$0	\$0	\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0
25. Transfers	\$454,788	(\$1,921,433)	\$506,288	\$1,073,154
26. Fixed Capital Outlay (FCO)	\$47,725	\$0	\$200,781	\$719,710
27. <b>Total Resources Used</b>	<b>\$14,719,549</b>	<b>\$10,271,225</b>	<b>\$18,207,547</b>	<b>\$18,978,961</b>
<b>Net Change</b>	<b>(\$1,384,925)</b>	<b>\$6,521,215</b>	<b>(\$1,415,107)</b>	<b>\$2,342,789</b>
<b>Ending Balance</b>	<b>\$34,055,202</b>	<b>\$47,136,354</b>	<b>\$39,200,032</b>	<b>\$52,308,052</b>

University of West Florida  
Athletics  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Prior Quarter Modified Budget as of 9-30- 2023	Current Modified Budget as of 12-31-2023	Change	Notes & Comments
<b>Beginning Balance</b>	<b>\$116,093</b>	<b>(\$39,929)</b>	<b>(\$39,929)</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>					
1. State Appropriated Funds	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$280,000	\$280,000	\$280,000	\$0	
7. Fees	\$4,995,000	\$4,995,000	\$4,995,000	\$0	
8. Miscellaneous Receipts	\$959,000	\$959,000	\$959,000	\$0	
9. Other Grants & Donations	\$0	\$0	\$0	\$0	
10. Rent	\$8,000	\$8,000	\$8,000	\$0	
11. U.S. Grants	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	\$0	\$0	
<b>14. Total Additions to Fund Balance</b>	<b>\$6,242,000</b>	<b>\$6,242,000</b>	<b>\$6,242,000</b>	<b>\$0</b>	
<b>15. Total Resources Available</b>	<b>\$6,358,093</b>	<b>\$6,202,071</b>	<b>\$6,202,071</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>					
16. Salaries & Benefits	\$2,905,737	\$2,905,737	\$2,905,737	\$0	
17. Other Personal Services (OPS)	\$520,197	\$520,197	\$528,154	\$7,957	2 BTs Not Material
18. Expenses	\$3,338,800	\$3,345,111	\$3,343,397	(\$1,714)	3 BTs Not Material
19. Other Capital Outlay (OCO)	\$0	\$13,689	\$13,689	\$0	
20. Library Resources	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	
25. Transfers	(\$417,350)	(\$417,350)	(\$417,350)	\$0	2 BTs Not Material
26. Fixed Capital Outlay (FCO)	\$0	\$22,275	\$17,175	(\$5,100)	1 BT Not Material
<b>27. Total Resources Used</b>	<b>\$6,347,384</b>	<b>\$6,389,659</b>	<b>\$6,390,802</b>	<b>\$1,143</b>	
<b>Net Change</b>	<b>(\$105,384)</b>	<b>(\$147,659)</b>	<b>(\$148,802)</b>	<b>\$1,143</b>	
<b>Ending Balance</b>	<b>\$10,709</b>	<b>(\$187,588)</b>	<b>(\$188,731)</b>	<b>\$1,143</b>	

University of West Florida  
Athletics  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Current Modified Budget as of 12-31-2023	3 Yr Historical Avg % of Budget	Y-T-D Estimated Budget Based On a 3 Year Average	Actuals as of 12-31-2023	Over /(Under) Estimated Budget	Encumbrances as of 12-31-2023	Notes & Comments
<b>Beginning Balance</b>	<b>\$116,093</b>	<b>(\$39,929)</b>	<b>100.00%</b>	<b>(\$39,929)</b>	<b>(\$39,929)</b>	<b>\$0</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>								
1. State Appropriated Funds	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$280,000	\$280,000	65.42%	\$183,170	\$142,848	(\$40,322)	\$0	Sales Rev Down from Ticket Sales
7. Fees	\$4,995,000	\$4,995,000	48.81%	\$2,437,886	\$2,574,406	\$136,520	\$0	Increase Fees due to Enrollment
8. Miscellaneous Receipts	\$959,000	\$959,000	21.87%	\$209,754	\$322,773	\$113,019	\$0	Rev up from Football Sponsorships & Athletic Mktg
9. Other Grants & Donations	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
10. Rent	\$8,000	\$8,000	49.20%	\$3,936	\$158	(\$3,778)	\$0	
11. U.S. Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	0.00%	\$0	\$153	\$153	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$6,242,000</b>	<b>\$6,242,000</b>		<b>\$2,834,746</b>	<b>\$3,040,338</b>	<b>\$205,592</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$6,358,093</b>	<b>\$6,202,071</b>		<b>\$2,794,817</b>	<b>\$3,000,409</b>	<b>\$205,592</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>								
16. Salaries & Benefits	\$2,905,737	\$2,905,737	47.59%	\$1,382,799	\$1,412,009	\$29,210	\$1,572,695	
17. Other Personal Services (OPS)	\$520,197	\$528,154	50.46%	\$266,511	\$255,621	(\$10,890)	\$431,553	
18. Expenses	\$3,338,800	\$3,343,397	45.45%	\$1,519,421	\$2,289,630	\$770,209	\$130,668	Exps up for Medical Claims, Waivers, & Other Operating Exps
19. Other Capital Outlay (OCO)	\$0	\$13,689	36.72%	\$5,027	\$13,689	\$8,662	\$0	
20. Library Resources	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
25. Transfers	(\$417,350)	(\$417,350)	16.76%	(\$69,936)	(\$770,241)	(\$700,305)	\$0	
26. Fixed Capital Outlay (FCO)	\$0	\$17,175	0.00%	\$0	\$17,175	\$17,175	\$0	
27. <b>Total Resources Used</b>	<b>\$6,347,384</b>	<b>\$6,390,802</b>		<b>\$3,103,822</b>	<b>\$3,217,883</b>	<b>\$114,061</b>	<b>\$2,134,916</b>	
<b>Net Change</b>	<b>(\$105,384)</b>	<b>(\$148,802)</b>		<b>(\$269,076)</b>	<b>(\$177,545)</b>			
<b>Ending Balance</b>	<b>\$10,709</b>	<b>(\$188,731)</b>		<b>(\$309,005)</b>	<b>(\$217,474)</b>			



**University of West Florida  
Athletics  
Second Quarter  
For the Fiscal Year Ending June 30, 2024**

	Actuals as of 12-31-2020	Actuals as of 12-31-2021	Actuals as of 12-31-2022	Actuals as of 12-31-2023
<b>Beginning Balance</b>	<b>\$508,283</b>	<b>\$831,417</b>	<b>\$331,978</b>	<b>(\$39,929)</b>
<b>Revenues &amp; Transfers In:</b>				
1. State Appropriated Funds	\$0	\$0	\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$2,426	\$299,559	\$241,636	\$142,848
7. Fees	\$2,433,111	\$2,435,055	\$2,344,180	\$2,574,406
8. Miscellaneous Receipts	\$35,524	\$287,493	\$299,464	\$322,773
9. Other Grants & Donations	\$0	\$0	\$0	\$0
10. Rent	\$369	\$6,316	\$1,507	\$158
11. U.S. Grants	\$0	\$0	\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0
13. Other Revenue	\$330	\$258	\$403	\$153
14. <b>Total Additions to Fund Balance</b>	<b>\$2,471,760</b>	<b>\$3,028,681</b>	<b>\$2,887,190</b>	<b>\$3,040,338</b>
15. <b>Total Resources Available</b>	<b>\$2,980,043</b>	<b>\$3,860,098</b>	<b>\$3,219,168</b>	<b>\$3,000,409</b>
<b>Expenditures &amp; Transfers Out:</b>				
16. Salaries & Benefits	\$1,325,155	\$1,352,541	\$1,484,686	\$1,412,009
17. Other Personal Services (OPS)	\$130,218	\$194,007	\$245,361	\$255,621
18. Expenses	\$932,369	\$1,810,242	\$1,628,058	\$2,289,630
19. Other Capital Outlay (OCO)	\$69,753	\$23,899	\$0	\$13,689
20. Library Resources	\$0	\$0	\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0
25. Transfers	(\$71,817)	(\$243,984)	(\$136,971)	(\$770,241)
26. Fixed Capital Outlay (FCO)	\$0	\$0	\$0	\$17,175
27. <b>Total Resources Used</b>	<b>\$2,385,678</b>	<b>\$3,136,705</b>	<b>\$3,221,134</b>	<b>\$3,217,883</b>
<b>Net Change</b>	<b>\$86,082</b>	<b>(\$108,024)</b>	<b>(\$333,944)</b>	<b>(\$177,545)</b>
<b>Ending Balance</b>	<b>\$594,365</b>	<b>\$723,393</b>	<b>(\$1,966)</b>	<b>(\$217,474)</b>

University of West Florida  
Student Activities  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Prior Quarter Modified Budget as of 9-30- 2023	Current Modified Budget as of 12-31-2023	Change	Notes & Comments
<b>Beginning Balance</b>	<b>\$2,280,324</b>	<b>\$2,168,792</b>	<b>\$2,168,792</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>					
1. State Appropriated Funds	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$0	\$0	\$0	\$0	
7. Fees	\$3,282,882	\$3,274,695	\$3,282,882	\$8,187	
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0	
9. Other Grants & Donations	\$0	\$0	\$0	\$0	
10. Rent	\$0	\$0	\$0	\$0	
11. U.S. Grants	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	\$0	\$0	
<b>14. Total Additions to Fund Balance</b>	<b>\$3,282,882</b>	<b>\$3,274,695</b>	<b>\$3,282,882</b>	<b>\$8,187</b>	
<b>15. Total Resources Available</b>	<b>\$5,563,206</b>	<b>\$5,443,487</b>	<b>\$5,451,674</b>	<b>\$8,187</b>	
<b>Expenditures &amp; Transfers Out:</b>					
16. Salaries & Benefits	\$1,598,520	\$1,556,566	\$1,556,681	\$115	2 BTs Not Material
17. Other Personal Services (OPS)	\$1,224,008	\$1,224,145	\$1,224,030	(\$115)	2 BTs Not Material
18. Expenses	\$608,695	\$1,075,758	\$1,084,669	\$8,911	3 BTs Not Material
19. Other Capital Outlay (OCO)	\$0	\$2,037	\$2,037	\$0	
20. Library Resources	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0	
25. Transfers	\$310,227	\$279,087	\$279,087	\$0	
26. Fixed Capital Outlay (FCO)	\$0	\$0	\$0	\$0	
<b>27. Total Resources Used</b>	<b>\$3,741,450</b>	<b>\$4,137,593</b>	<b>\$4,146,504</b>	<b>\$8,911</b>	
<b>Net Change</b>	<b>(\$458,568)</b>	<b>(\$862,898)</b>	<b>(\$863,622)</b>	<b>\$17,098</b>	
<b>Ending Balance</b>	<b>\$1,821,756</b>	<b>\$1,305,894</b>	<b>\$1,305,170</b>	<b>\$17,098</b>	

University of West Florida  
Student Activities  
Second Quarter  
For the Fiscal Year Ending June 30, 2024

	BOT Approved FY2023-2024 Budget	Current Modified Budget as of 12-31-2023	3 Yr Historical Avg % of Budget	Y-T-D Estimated Budget Based On a 3 Year Average	Actuals as of 12-31-2023	Over /(Under) Estimated Budget	Encumbrances as of 12-31-2023	Notes & Comments
<b>Beginning Balance</b>	<b>\$2,280,324</b>	<b>\$2,168,792</b>	<b>100.00%</b>	<b>\$2,168,792</b>	<b>\$2,168,792</b>	<b>\$0</b>	<b>\$0</b>	
<b>Revenues &amp; Transfers In:</b>								
1. State Appropriated Funds	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
2. Enhancement Trust Fund (Lottery)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
3. Student Fee Trust Fund (Tuition)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
4. Federal Grants Trust Fund (Education)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
6. Sales of Goods & Services	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
7. Fees	\$3,282,882	\$3,282,882	47.97%	\$1,574,826	\$1,670,153	\$95,327	\$0	Increase Fees due to Enrollment
8. Miscellaneous Receipts	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
9. Other Grants & Donations	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
10. Rent	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
11. U.S. Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
12. City, County & State Grants	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
13. Other Revenue	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
14. <b>Total Additions to Fund Balance</b>	<b>\$3,282,882</b>	<b>\$3,282,882</b>		<b>\$1,574,826</b>	<b>\$1,670,153</b>	<b>\$95,327</b>	<b>\$0</b>	
15. <b>Total Resources Available</b>	<b>\$5,563,206</b>	<b>\$5,451,674</b>		<b>\$3,743,618</b>	<b>\$3,838,945</b>	<b>\$95,327</b>	<b>\$0</b>	
<b>Expenditures &amp; Transfers Out:</b>								
16. Salaries & Benefits	\$1,598,520	\$1,556,681	42.96%	\$668,765	\$629,148	(\$39,617)	\$768,551	
17. Other Personal Services (OPS)	\$1,224,008	\$1,224,030	40.91%	\$500,711	\$470,409	(\$30,302)	\$432,638	
18. Expenses	\$608,695	\$1,084,669	22.71%	\$246,369	\$397,539	\$151,170	\$11,923	While within the Actual Prior 3 YR Rng , but Depts Spndg LG Beg Cash Bal
19. Other Capital Outlay (OCO)	\$0	\$2,037	102.51%	\$2,088	\$2,037	(\$51)	\$0	
20. Library Resources	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
21. Risk Management	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
22. Financial Aid	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
23. Debt Service	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
24. Expenditures From Carry Forward	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
25. Transfers	\$310,227	\$279,087	74.22%	\$207,130	\$240,085	\$32,955	\$0	
26. Fixed Capital Outlay (FCO)	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	
27. <b>Total Resources Used</b>	<b>\$3,741,450</b>	<b>\$4,146,504</b>		<b>\$1,625,063</b>	<b>\$1,739,218</b>	<b>\$114,155</b>	<b>\$1,213,112</b>	
<b>Net Change</b>	<b>(\$458,568)</b>	<b>(\$863,622)</b>		<b>(\$50,237)</b>	<b>(\$69,065)</b>			
<b>Ending Balance</b>	<b>\$1,821,756</b>	<b>\$1,305,170</b>		<b>\$2,118,555</b>	<b>\$2,099,727</b>			

**University of West Florida  
Student Activities  
Second Quarter  
For the Fiscal Year Ending June 30, 2024**

	Actuals as of 12-31-2020	Actuals as of 12-31-2021	Actuals as of 12-31-2022	Actuals as of 12-31-2023
<b>Beginning Balance</b>	<b>\$1,852,466</b>	<b>\$2,215,421</b>	<b>\$2,614,533</b>	<b>\$2,168,792</b>
<b>Revenues &amp; Transfers In:</b>				
1. State Appropriated Funds	\$0	\$0	\$0	\$0
2. Enhancement Trust Fund (Lottery)	\$0	\$0	\$0	\$0
3. Student Fee Trust Fund (Tuition)	\$0	\$0	\$0	\$0
4. Federal Grants Trust Fund (Education)	\$0	\$0	\$0	\$0
5. Federal Grants Trust Fund (Discretionary)	\$0	\$0	\$0	\$0
6. Sales of Goods & Services	\$0	\$0	\$0	\$0
7. Fees	\$1,583,373	\$1,571,963	\$1,546,957	\$1,670,153
8. Miscellaneous Receipts	\$0	\$0	\$0	\$0
9. Other Grants & Donations	\$0	\$0	\$0	\$0
10. Rent	\$0	\$0	\$0	\$0
11. U.S. Grants	\$0	\$0	\$0	\$0
12. City, County & State Grants	\$0	\$0	\$0	\$0
13. Other Revenue	\$0	\$0	\$0	\$0
14. <b>Total Additions to Fund Balance</b>	<b>\$1,583,373</b>	<b>\$1,571,963</b>	<b>\$1,546,957</b>	<b>\$1,670,153</b>
15. <b>Total Resources Available</b>	<b>\$3,435,839</b>	<b>\$3,787,384</b>	<b>\$4,161,490</b>	<b>\$3,838,945</b>
<b>Expenditures &amp; Transfers Out:</b>				
16. Salaries & Benefits	\$723,999	\$643,528	\$647,928	\$629,148
17. Other Personal Services (OPS)	\$282,618	\$173,462	\$393,624	\$470,409
18. Expenses	\$126,786	\$310,948	\$443,152	\$397,539
19. Other Capital Outlay (OCO)	\$10,000	\$10,000	\$9,300	\$2,037
20. Library Resources	\$0	\$0	\$0	\$0
21. Risk Management	\$0	\$0	\$0	\$0
22. Financial Aid	\$0	\$0	\$0	\$0
23. Debt Service	\$0	\$0	\$0	\$0
24. Expenditures From Carry Forward	\$0	\$0	\$0	\$0
25. Transfers	\$348,641	\$240,373	\$229,058	\$240,085
26. Fixed Capital Outlay (FCO)	\$0	\$0	\$0	\$0
27. <b>Total Resources Used</b>	<b>\$1,492,044</b>	<b>\$1,378,311</b>	<b>\$1,723,062</b>	<b>\$1,739,218</b>
<b>Net Change</b>	<b>\$91,329</b>	<b>\$193,652</b>	<b>(\$176,105)</b>	<b>(\$69,065)</b>
<b>Ending Balance</b>	<b>\$1,943,795</b>	<b>\$2,409,073</b>	<b>\$2,438,428</b>	<b>\$2,099,727</b>

**Board of Trustees**  
**Finance, Facilities, and Operations Committee**  
**February 15, 2024**

## Major Facilities Construction Update

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**Recommended Action:**

Informational

**Background Information:**

This update will provide the Board with a brief project status update related to the current major construction projects.

**Implementation Plan:**

n/a

**Fiscal Implications:**

More than \$75 million will be spent on major construction and deferred maintenance projects over the next three years. Two items received partial funding from the legislature in 2023: \$10 million for the satellite utility plant and \$21.2 million for the building 4 Science and Engineering Research wing addition. UWF will need to receive additional funding before we proceed with the construction of these projects. Also, Triumph Grant funding of \$1.4 million for healthcare program expansion in Building 37 will be used.

**Relevant Authority:**

n/a

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**Supporting Documents:**

Refer to attachment for status update listing.

**Prepared by:**

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**Presenter:**

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# Major Capital Projects Update

University of West Florida

February 15, 2024

Line Item	Project Title	Fund Source	Project Budget	Design / Construction Status	Construction Start	Anticipated Substantial Completion
1	<b>Building 234 Athletic Training Center Addition</b> Sandy Sansing Sports Medicine Center (Darrell Gooden Center / University Park)	CITF FY 20-21 CITF FY 21-22 UWF Foundation CarryForward Auxiliary Reserves	\$8,190,987	<b>Construction in progress.</b> Project Type: New Construction (Mixed Use Occupancy) Construction Type: Construction Manager @ Risk Architect/Engineer: Goodwyn Mills & Cawood (GMC) Construction Manager: Morette Co. Construction Percent Complete: 16% Square Footage: 10,000 gsf (targeted area) (2 levels: 1st Floor - Athletics; 2nd Floor - anticipate FSU COM suite & support services) Design/Construction Current Status (w/ look ahead of upcoming/ongoing work): - Dec23: Sheet Piles and mud slab installed at pool pit. - Jan23: Footings installed. Foundation walls at pool pit. Underground utilities rough-in.	October 2023	November 2024
2	<b>Building 54, Fire Mitigation</b>	PECO FY 21-22 Athletics / Institutional Funds	\$7,350,000	<b>Construction in progress.</b> Project Type: Renovation Construction Type: Design/Build Design / Build Team: Greenhut Construction Co., Inc.; with Caldwell Associates Architects Construction Percent Complete: 99% Original Scope: 100%. Additional work: 90% Square Footage: 72,921 gsf (existing) / 45,920 nasf (existing) Design/Construction Current Status (w/ look ahead of upcoming/ongoing work): - Dec23: Basketball Locker Rooms scope of work completed week of 12/11/23. - Jan23: storefront doors replacement pending; shop drawings submitted.	July 2022	Completed: Phase I & II - August 2023 Phase III - December 2023  Final Completion: May 2024
3	<b>Building 50 Renovation</b>	SFRF DM (GAA Section 197 State Fiscal Recovery Funds, FY 23, Deferred Building Maint. Program) CarryForward Funds	\$7,700,000	<b>Construction in progress.</b> Project Type: Major Renovation Construction Type: Construction Manager @ Risk Architect/Engineer: Bullock Tice Associates Construction Manager: Greenhut Construction Company Construction Percent Complete: 0% Square Footage: 16,133 Design/Construction Current Status (w/ look ahead of upcoming/ongoing work): - Dec23: 11/30/23 CO issuance with inclusion of GMP construction costs - Dec23: Faculty and Staff temporary space relocation completion before Winter Break. Contractor mobilization. - Jan23: ACM abatement commencing. Demolition work to follow.	January 2024	January 2025
4	<b>Building 4 Science and Engineering Research Wing Addition</b>	PECO FY24 PECO FY 25: Pending	\$21,122,335	<b>Planning Phase</b> - This is planned as a multi-phase funded project Project Type: New Construction (Addition) Construction Type: Construction Manager @ Risk Architect/Engineer: TBD Construction Manager: TBD Construction Percent Complete: 0% Square Footage: TBD Design/Construction Current Status (w/ look ahead of upcoming/ongoing work): - Design Solicitation anticipated January 2024. - CM Solicitation to follow.	TBD	TBD
5	<b>Satellite Utilities Plant - Critical Infrastructure</b>	PECO FY24 PECO FY 25: Pending	\$10,000,000	<b>Planning Phase</b> - This is planned as a multi-phase funded project Project Type: New Construction Construction Type: Construction Manager @ Risk Architect/Engineer: TBD Construction Manager: TBD Construction Percent Complete: 0% Square Footage: TBD Design/Construction Current Status (w/ look ahead of upcoming/ongoing work): - Design Solicitation anticipated January 2024. - CM Solicitation to follow.	TBD	TBD

6	Entrance / Visitor Center Design Phase I	CITF FY 22-23 CITF FY 23-24 Auxiliary	\$2,000,000	<p><b>Construction in progress.</b>  Project Type: New Construction.  Construction Type: Design /Bid/ Build  Architect/Engineer: Marquis Latimer + Halback, Inc.  Construction Contractor: Wescon Corp.  Construction Percent Complete: 0%  Scope of work: Development of new entrance plaza at Campus Drive and University Parkway. The main entry monument is Phase I of the Landscape Master Plan.  Design/Construction Current Status  (w/ look ahead of upcoming/ongoing work):  - A/E Design ML+H submitted 100% construction documents 10/27/23. Wescon Construction bid the project. PO issued for construction.  - Construction commenced Jan 2024.</p>	December 2023	Phase 1 TBD anticipated August 2024
<p>Deferred Maintenance Projects Overview (Select Projects as further described below)  SFRF-Capital Expenditure Projects (FY22-23, GAA Section 197 State Fiscal Recovery Funds, Deferred Building Maint. Program)  SFRF PECO: \$8,496,000 total funding (includes 3 project items as listed below)  and  SFRF - DM: \$15,370,831 total funding (29 project items funded - itemization not included herein for those projects &lt;\$1M. Funding includes B50 as listed above)</p>						
7	Critical Fire Alarm System Replacement	SFRF-PECO FY 22-23 (GAA Section 197 State Fiscal Recovery Funds, FY 23, Deferred Building Maint. Program)	\$1,050,000	<p><b>Construction in progress.</b>  Project Type: Replacement  Construction Type: Bid/ Build  Construction Contractor: Siemens Industry Inc.  Design/Construction Current Status  (w/ look ahead of upcoming/ongoing work):  Planned scope of work includes replacement / Upgrade campus wide alarm system.  - Fire alarm MXL upgrades - panels replaced in building 58A, Pace, Argo, Village East buildings E &amp; F. Wiring completed in buildings 20E&amp;W, 71, and 77 . Buildings completed Argo Hall, Pace Hall. 20E, 20W, 58A,71,72.</p>	May 2023	Setember 2024
8	Critical Roof Replacements	SFRF-PECO FY 22-23 (GAA Section 197 State Fiscal Recovery Funds, FY 23, Deferred Building Maint. Program)	\$5,111,000	<p><b>Design review in progress.</b>  Project Type: Replacement  Construction Type: Design / Build  Architect/Engineer: Design / Build with Tremco (Weatherproofing Technologies, Inc.)  Construction Contractor: Tremco (Weatherproofing Technologies, Inc.)  Construction Percent Complete: 0%  Design/Construction Current Status  (w/ look ahead of upcoming/ongoing work):  Planned scope of work includes replacement / repair of multiple buildings.  - 12/01/23 PO issued to Tremco (Weatherproofing Technologies Inc); for buildings 86, 22,40,54,18,21 metal re-roofing.  - building roofing projects planned under two funding lines (building 50 low slope roof to be under separate funding line).</p>	TBD	TBD
9	Replacement of HVAC Systems & Utilities Distribution Systems	SFRF-PECO FY 22-23 (GAA Section 197 State Fiscal Recovery Funds, FY 23, Deferred Building Maint. Program)	\$2,335,000	<p><b>Design in Progress</b>  Project Type: Infrastructure  Construction Type: Design /Bid/ Build  Architect/Engineer: Premier Engineering Group  Construction Contractor: TBD  Construction Percent Complete: 0%  Design/Construction Current Status  (w/ look ahead of upcoming/ongoing work):  Planned scope of work includes replacement / repair various buildings campus wide.  - B21: Design is complete. Contractor pricing in progress to replace and upgrade HVAC equipment serving building 21.  - B79: Design purchase order has been issued. Mechanical and Electrical design in progress to replace two air handling systems located in building 79.  - B92: Design is complete. Contractor pricing in progress to replace and update HVAC equipment in building 92.  - Solicitation process to be completed for remainder of projects.</p>	TBD	TBD

10	<p align="center"><b>Building 37 Renovations</b></p>	<p align="center">Grant Triumph Gulf Coast (UWF Healthcare Programs Expansion - #293)</p>	<p align="center">\$1,407,000</p>	<p><b>Planning Phase</b>  Funding: As a part of the Triumph Grant for UWF Healthcare Programs Expansion, funds for design and construction are included as follows:  \$184,000 - Year 1  \$1,223,000 - Year 2  Project Type: Renovation  Construction Type: Design /Bid/ Build  Architect/Engineer: TBD  Construction Contractor: TBD  Construction Percent Complete: 0%  Design/Construction Current Status  (w/ look ahead of upcoming/ongoing work):  - upcoming request for design services.  Planned Scope of Work: To include renovations of Building 37, which houses the Nursing program. The planned building improvements will involve alterations to 4600 sq ft of existing space in Building 37, with the reconfiguration, conversion, and remodeling of existing space to increase the Nursing clinical and simulation spaces. Additionally, minor renovations will be made to a classroom at the UWF Emerald Coast campus to allow for virtual connection to the main UWF campus.</p>	<p align="center">TBD</p>	<p align="center">TBD</p>
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**DARRELL GOODEN CENTER**





SANDY SANSING  
SPORTS MEDICINE CENTER

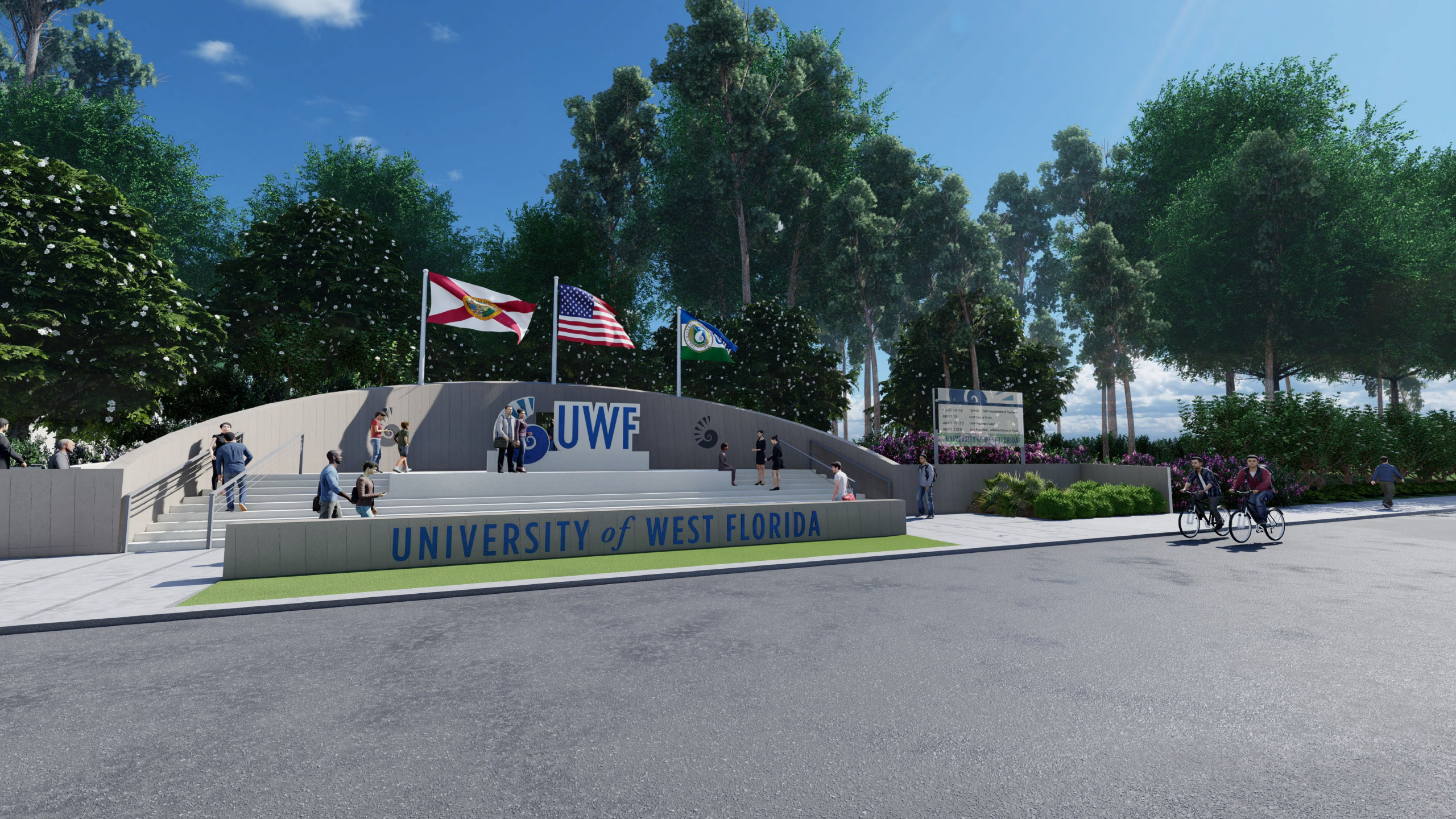


S. D. Samsing  
Sports Medicine Center

# DARRELL GOODEN CENTER







UNIVERSITY of WEST FLORIDA

UWF

2011-14-16 UWF Department of Psychology  
2011-16 UWF The College  
2011-18-20 UWF Fisheries Dept.  
2011-25-31 UWF Graduate, William School of Health  
UNIVERSITY of WEST FLORIDA

