

Major League Baseball Spring Training Program

Annual Reports 2015

Pursuant to section 288.11631(4)(b), Florida Statutes, the Department of Economic Opportunity (DEO) is responsible for publishing the following annual reports of entities certified to receive funding for Major League Baseball spring training facilities.

All information contained in the following annual reports was provided to DEO by the certified entities, and the accuracy and sufficiency of such information is the sole responsibility of the providing entity. DEO can neither attest to the accuracy nor guarantee the completeness or usefulness of the information contained in the following annual reports.

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**Charlotte County
(Tampa Bay Rays)**

**1. DETAILED REPORT ON ALL LOCAL AND STATE
FUNDS EXPENDED TO DATE ON THE PROJECT
BEING FINANCED UNDER SECTION 288.11631, F.S.
REPORT NAMED STADIUM IMPROVEMENT DEBT
SERVICE FUND EXPENSES**

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

FOR YEARS 2007 - 2015

SUMMARY OF DEBT SERVICE EXPENSE & STATE GRANT REVENUE

Local Funds Expended (Principal & Interest)	2007 - 2015	\$ 15,478,992
State Funds Received (Grant Funding)	2007 - 2015	\$ 4,166,700

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEARS 2006/2007 THROUGH 2014/2015
STADIUM IMPROVEMENT DEBT SERIES FUND
AS OF 7/30/2015

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
Principal Pymts					
2006.794506.575.71.0001 - Principal Pymts					
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$645,000.00	-	\$645,000.00
10/01/2008	GJ	LOAN PMT-COMMERCE BNK 10/1/08	\$250,000.00	-	\$250,000.00
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$755,000.00	-	\$755,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$785,000.00	-	\$785,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	REVERSE OF 26731	-	\$785,000.00	\$(785,000.00)
10/01/2010	GJ	REVERSE OF 26731	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$785,000.00	-	\$785,000.00
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	\$568,227.51	-	\$568,227.51
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$815,000.00	-	\$815,000.00
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$850,000.00	-	\$850,000.00
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$880,000.00	-	\$880,000.00
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$880,000.00	\$(880,000.00)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$880,000.00	-	\$880,000.00
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$915,000.00	-	\$915,000.00
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$915,000.00	\$(915,000.00)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$915,000.00	-	\$915,000.00
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$560,000.00	-	\$560,000.00
TOTAL 2006.794506.575.71.0001			\$10,171,455.02	\$3,716,455.02	\$6,455,000.00
Interest Pymts					
2006.794506.575.72.0001 - Interest Pymts					
09/30/2007	GJ	TO ACCRUE INTEREST ON DEBT - 9/30/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	REVERSE OF 17148	-	\$754,874.52	\$(754,874.52)
04/01/2008	GJ	COMMERCE BANK INTEREST PMT	\$588,327.51	-	\$588,327.51
09/30/2008	GJ	TO ACCRUE INT ON DEBT 9/30/08	\$588,327.51	-	\$588,327.51
04/01/2009	GJ	INTEREST PMT - STADIUM	\$583,327.51	-	\$583,327.51
09/30/2009	GJ	TO ACCRUE INT ON DEBT 9/30/09	\$583,327.51	-	\$583,327.51
10/01/2009	GJ	REVERSE 23153-DEBT INT ACC	-	\$583,327.51	\$(583,327.51)
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$583,327.51	-	\$583,327.51
04/01/2010	GJ	INTEREST PMT - STADIUM BOND	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	\$568,227.51	-	\$568,227.51
10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$568,227.51	-	\$568,227.51
04/01/2011	GJ	INTEREST PMT - STADIUM	\$553,312.51	-	\$553,312.51
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	-	\$568,227.51	\$(568,227.51)
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$553,312.51	-	\$553,312.51
03/30/2012	GJ	INTEREST PMT - STADIUM	\$537,012.51	-	\$537,012.51
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$537,012.51	-	\$537,012.51
04/01/2013	GJ	STADIUM DEBT PMT - 4/1/13	\$520,862.51	-	\$520,862.51
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$520,862.51	-	\$520,862.51
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$520,862.51	\$(520,862.51)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$520,862.51	-	\$520,862.51
04/01/2014	GJ	DEBT PMT-STADIUM 4/1/14	\$503,262.51	-	\$503,262.51
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$503,262.51	-	\$503,262.51
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$503,262.51	\$(503,262.51)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$503,262.51	-	\$503,262.51

04/01/2015	GJ	DEBT PMT-STADIUM-4/1/15	\$480,387.51	-	\$480,387.51
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$80,064.58	-	\$80,064.58
TOTAL 2006.794506.575.72.0001			\$11,954,546.31	\$2,930,554.56	\$9,023,991.75
TOTAL DEBT SERVICE			\$22,126,001.33	\$6,647,009.58	\$15,478,991.75

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEARS 2006/2007 THROUGH 2014/2015
STADIUM IMPROVEMENT CAPITAL FUND
AS OF 7/30/2015

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
Grant Funding					
03/31/2007	GJ	CORR TRF OF GRANT MONIES	\$41,667.00	-	\$41,667.00
04/30/2007	GJ	TRF APR GRANT MONIES TO DEBT	\$41,667.00	-	\$41,667.00
05/31/2007	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2007	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
07/31/2007	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
08/31/2007	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2007	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
10/31/2007	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2007	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2007	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
01/31/2008	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
02/29/2008	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2008	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2008	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00
05/31/2008	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2008	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2008	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2008	GJ	TRF DEBT REQA-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2008	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
01/02/2009	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/02/2009	GJ	TRF DEBT REQ-STADIUM-JAN 09	\$41,667.00	-	\$41,667.00
03/01/2009	GJ	TRF DEBT REQ-STADIUM-FEB 09	\$41,667.00	-	\$41,667.00
04/13/2009	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2009	GJ	TRF DEBT REQ-STADIUM APRIL	\$41,667.00	-	\$41,667.00
05/31/2009	GJ	TRF DEBT REQ-STADIUM-MAY 09	\$41,667.00	-	\$41,667.00
07/01/2009	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2009	GJ	TRF DEBT REQ-STADIUM-JULY09	\$41,667.00	-	\$41,667.00
09/01/2009	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2009	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2009	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2009	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2010	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/28/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
03/15/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/12/2010	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2010	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00
06/01/2010	GJ	TRF DEBT REQ-STADIUM/MAY	\$41,667.00	-	\$41,667.00
07/01/2010	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2010	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2010	GJ	TRF DEBT REQ-STADUIM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2010	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2010	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2010	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2011	GJ	TRF DEBT REQ-STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/01/2011	GJ	TRF DEBT REQ-STADIUM-JAN 11	\$41,667.00	-	\$41,667.00
03/01/2011	GJ	TRF DEBT REQ-STADIUM-FEB 11	\$41,667.00	-	\$41,667.00

04/01/2011	GJ	TRF DEBT REQ STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2011	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2011	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2011	GJ	TRF DEBT REQ - STADIUM - JUNE	\$41,667.00	-	\$41,667.00
08/12/2011	GJ	TRF DEBT REQ-STADIUM-JULY 11	\$41,667.00	-	\$41,667.00
09/01/2011	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2011	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2011	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2011	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2012	GJ	TRF DEBT REQ-STADIUM-DEC 11	\$41,667.00	-	\$41,667.00
02/01/2012	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2012	GJ	TRF DEBT REQ STADIUM-FEB 2012	\$41,667.00	-	\$41,667.00
04/01/2012	GJ	TRF DEBT REQ-STADIUM - MARCH 2012	\$41,667.00	-	\$41,667.00
05/01/2012	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2012	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2012	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2012	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/17/2012	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2012	GJ	TRF DEBT REQ-STADIUM-SEPT 2012	\$41,667.00	-	\$41,667.00
10/31/2012	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2012	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/02/2013	GJ	TRF DEBT REQ - STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/15/2013	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/11/2013	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2013	GJ	TRF DEBT REQ-STADIUM-MARCH 2013	\$41,667.00	-	\$41,667.00
05/01/2013	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/30/2013	GJ	TRF DEBT REQ-STADIUM-MAY 13	\$41,667.00	-	\$41,667.00
07/01/2013	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/21/2013	GJ	TRF DEBT REQ-STADIUM-JULY 13	\$41,667.00	-	\$41,667.00
09/01/2013	GJ	TRF DEBT REQ-STADIUM-AUG 13	\$41,667.00	-	\$41,667.00
09/30/2013	GJ	TRF DEBT REQ- STADIUM-SEPT 13	\$41,667.00	-	\$41,667.00
11/01/2013	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2013	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2014	GJ	TRF DEBT REQ-SATDIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2014	GJ	TRF DEBT REQ-STADIUM-JAN 14	\$41,667.00	-	\$41,667.00
03/01/2014	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2014	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2014	GJ	TRF DEBT REQ-STADIUM-APR 14	\$41,667.00	-	\$41,667.00
06/01/2014	GJ	TRF DEBT REQ-STADIUM-MAY 14	\$41,667.00	-	\$41,667.00
07/01/2014	GJ	TRF DEBT REQ-STADIUM-JUNE 14	\$41,667.00	-	\$41,667.00
08/01/2014	GJ	TRF DEBT REQ-STADIUM-JULY 14	\$41,667.00	-	\$41,667.00
09/01/2014	GJ	TRF DEBT REQ-STADIUM -AUG 14	\$41,667.00	-	\$41,667.00
09/30/2014	GJ	TRF DEBT REQ-STADIUM-SEPT 14	\$41,667.00	-	\$41,667.00
11/01/2014	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2014	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2014	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2015	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2015	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2015	GJ	TRF DEBT REQ-STADIUM-MARCH 15	\$41,667.00	-	\$41,667.00
05/06/2015	GJ	TRF DEBT REQ-STADIUM-APRIL 15	\$41,667.00	-	\$41,667.00
06/01/2015	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/29/2015	GJ	TRF DEBT REQ-STADIUM-JUNE 15	\$41,667.00	-	\$41,667.00

TOTAL GRANT FUNDING:	\$4,166,700.00	-	\$4,166,700.00
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**2) COPY OF THE CONTRACT BETWEEN THE TAMPA BAY
RAYS AND CHARLOTTE COUNTY**

**CONTRACT NAMES CHARLOTTE SPORTS PARK
AGREEMENT**

AGR 2006-053

Charlotte Sports Park Agreement

THIS AGREEMENT is made and entered into this 12th day of September 2006, by and between CHARLOTTE COUNTY, a political division of the state of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County"; and the TAMPA BAY DEVIL RAYS, LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

WHEREAS the County and the Rays desire to enter into an agreement for the rehabilitation and use of the Charlotte Sports Park for the purpose for providing a public recreation amenity and hosting the Rays' spring training program.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is mutually covenanted and agreed by and between the parties as follows:

1. **Terms of Use**

The Rays will engage in exclusive spring training in Charlotte County, Florida for a period of twenty (20) years, commencing with the 2009 major league spring training season. For the purpose of this agreement, the term "spring training" shall be deemed to include that period of time each year during the term of this Agreement which involves major and minor league spring training, exhibition games and extended spring training activities, rehabilitation and instructional league.

The County does hereby permit unto the Rays, its successors and assigns, the use of those certain premises located in Charlotte County, Florida, commonly known as the Charlotte Sports Park and related spring training and administrative facilities to be utilized pursuant hereto.

The Rays shall schedule and make a good faith effort to play a minimum of twelve (12) home major league spring training exhibition games during each and every year during the term of this agreement. The Rays shall also make a reasonable effort to ensure that a minimum of three (3) of these games will be held at night.

2. **Project Description**

The County shall selectively demolish, construct, and/or renovate current stadium, clubhouse, office space, and related practice facilities and build and/or restore on such site for a cost of not more than \$27,188,920 (hereinafter described below as "the Project");

- (a) An open-air, natural grass stadium meeting first-class Major League Baseball ("MLB") spring standards, with approximately 6,000 fixed seats (including premium seating) and outfield berm and other general admission areas accommodating up to 1,500 fans;

IMAGED
10-18-06
APP

EXHIBIT "A"

- (b) An approximately 40,000 sf major and minor league clubhouse facility (including administrative office space dedicated to the Rays' use), team store, and other elements of such stadium;
 - (c) One (1) full-size, grass major league practice field;
 - (d) One (1) grass half-field;
 - (e) Four (4) full-size minor league practice fields;
 - (f) On-site parking for approximately 1,500 vehicles plus player/staff/VIP parking for approximately 175 cars;
 - (g) Miscellaneous infrastructure and site improvements related to the creation of a spring training facility.
 - (h) Other elements as mutually agreed upon by the County and the Rays.
- The site and a preliminary concept plan for the Project are generally outlined in Attachment 1.

3. **Project Capital Funding**

The "all-in" cost of the Project shall total \$27,188,920 dollars, the funding for which shall come by bonding against the following sources:

- (a) The State of Florida: monies made available to the County under Chapter 288.1162, Florida Statutes providing up to \$500,000 annually for 30 years towards the construction or rehabilitation of a spring training facility, as described in Schedule 1;
- (b) Charlotte County: the proceeds from hotel tourist tax funds providing \$900,000 in the year of the execution of this Agreement and growing annually for 22 years (minus \$125,000 that shall be deducted in the year of initial occupancy and each year thereafter and placed in a maintenance and operations fund, as described below) and one-time time initial proceeds from hotel tourist tax funds providing \$450,000, as described in Schedule 1.
- (c) Tampa Bay Devil Rays: As consideration for its utilization of the facilities, and upon the Rays occupancy of the Project facilities, the Rays agree to pay the County \$595,190 in the year of initial occupancy with payments in successive years, as described in Schedule 1.

Based on the financing sources enumerated above, County shall present the Rays a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to Chapter 288.1162, Florida Statutes, from the State of Florida, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of \$27,188,920 (which include architect fees, design fees and construction costs) which are to be irrevocably committed to the renovation of the baseball complex ("the Project Budget").

This financing plan shall be subject to approval of the Rays, which shall not be unreasonably withheld. The County and Rays shall have mutual approval of the design and renovation program for which the financing plan has been irrevocably committed. In the event either the financing plan or

the renovation plan fails to meet the approval of the Rays, the Rays may terminate this agreement upon 30 days' written notice to the County. After a financing plan and renovation plan have been mutually agreed upon, as set forth above, the cost of any change orders that result in a project cost in excess of \$27,188,920, in addition to being mutually agreed upon, shall be the responsibility of the Rays.

The County further agrees that its financing plan shall provide that if the cost of the Project is ultimately less than \$27,188,920 dollars, then the amount by which the cost of construction ("construction" also includes architect and design fees) is less than \$27,188,920 dollars shall be funded and placed in an asset renewal/reserve fund ("Capital Reserve Fund") to be spent on the facility subject to terms and conditions mutually agreed upon by the County and the Rays. Additionally, the County agrees that its financing plan shall provide for accumulated interest earnings on the bond amount during the project construction period ("Accumulated Construction Interest") to be placed in the same Capital Reserve Fund to be spent on the facility subject to the terms and conditions mutually agreed upon by the County and the Rays.

It is further acknowledged by both parties that the final cash proceeds from the financing plan ("Bond Proceeds") may result in an amount available for the renovation plan that is less than \$27,188,920 due to unknown variables such as the actual financing interest rate or impacts of the taxable status of any of the revenue sources as determined by bond council. In the event such Bond Proceeds are less than \$27,188,920, 50% of the "Accumulated Construction Interest" shall be used to fund initial construction of the Project up to a Project Budget of \$27,188,920. If, after 50% of the "Accumulated Construction Interest" is allocated to the Project Budget, the Project Budget is still less than \$27,188,920, the Rays shall have the right to terminate this agreement upon 30 days written notice to the County.

The parties hereto understand that it is the intention of the County to finance the Project by the issuance of its obligations. It is further the intent of the County that the interest on such obligations be excludable from gross income for federal income tax purposes, to the greatest extent possible pursuant to the provisions of the Internal Revenue Code. In furtherance thereof, the Rays agree that it will take all reasonable actions within its control which are necessary in order for the interest on such obligations be excludable from gross income for federal tax purposes.

The County agrees to submit an application to the Florida Sports Foundation for the State of Florida funding described above by October 1st, 2006. If the State of Florida, through the Florida Sports Foundation, fails to grant the County \$500,000 annually for the next 30 years to undertake the

construction, or if County does not accept such grant from the State and begin construction by July 1, 2007, either the Rays or the County may terminate this agreement upon written notice to the other party, without penalty or liability to either party.

4. Project Design and Construction

(a) The County and the Rays shall have mutual approval rights of the final design and construction plans, the architect, contractor and all change orders. The design of the stadium shall be in accordance with current MLB standards. The County shall use its diligent, good faith efforts to perform, or cause to be performed, all construction work on the Project according to the approved construction plans on or before February 1, 2009. In the event possession of the Project is not delivered to the Rays on or before February 1, 2009, the County shall pay the Rays liquidated damages of \$2,200 per day for each day after February 1, 2009, until the Project facilities are occupied by the Rays.

County shall not be assessed liquidated damages in the event the Project is delayed due to damage to, or destruction of, the Project due to hurricane, fire, Acts of God or other casualty; however, in the event such an event causes a delay to the Project such that it is not ready for occupancy by August 1, 2010, the Rays shall have the right to terminate this agreement upon thirty (30) days notice to the County.

(b) The Rays shall have access to the construction project during all normal construction hours and shall receive reasonable notice of and have the right to attend and participate in all meetings between the County and its architect and contractors performing the work on the Project. After a financing plan and renovation plan have been mutually agreed upon, as set forth above, the Rays shall have the right to request the County to make changes to the Project, the construction plans and schedule of completion, and will by obligation pay any cost associated with these changes, provided the cost of such changes cause the cost of the stadium renovations to exceed \$27,188,920. County shall not owe the Rays liquidated damages, nor suffer any penalty or liability whatsoever, in the event the Project cannot be delivered to the Rays by February 1, 2009, due to delays caused by changes to the Project requested by the Rays.

(c) The parties agree to observe the requirements of the Consultants Competitive Negotiation Act, and all other applicable federal, state

and local laws, and engage architectural, engineering, and construction services necessary to design and build the Project.

(d) The Rays acknowledge that the County has a three year agreement with the South Coast Independent League (the "League") beginning in 2007 and ending in 2009 for the use of the existing Stadium. The Rays agree that the League is entitled to the use of the Stadium pursuant to its agreement with the County and the parties agree to cooperate in coordinating the construction schedule of the Project to accommodate the League's use of the Stadium so long as it doesn't impede the progress of the Project or the Rays use of the Project or Project site, as described in Item 5 below. County agrees to fully enforce its agreement with the League in regard to its conduct and use of the Project facilities.

(e) For the duration of this agreement, the parties shall have mutual approval rights over any change to the Project site that results in means of pedestrian access to the Project site being created, eliminated, or altered.

5. Rays Rights-of-Use to Project

Upon completion of construction, the Rays shall retain the following rights to use the Project facilities:

(a) Each day from February 10th through April 3rd of each calendar year ("Spring Training"): The Rays shall have primary use of the stadium, new clubhouses, administrative office space dedicated to the Rays' use, team store, practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During this time, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;

(b) Each day from April 4th through July 1st ("Extended Spring Training"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During these times, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;

(c) Before 2pm each day from September 1st through October 31st of each calendar year ("Instructional League"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other

associated training facilities (batting cages, gang mounds, etc.). During these times, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;

(d) At all other times, the Rays shall maintain sole use of the major league clubhouse, administrative office space dedicated to the Rays' use, team store, and the one (1) full-size, grass major league practice field. In addition, the Rays shall retain the right to restrict access to associated training facilities (batting cages, gang mounds, etc.), one (1) minor league practice field, and the minor league clubhouse if they are reasonably required for the Rays' use and upon three (3) weeks notice to the County. County and the Rays agree that a change in the timeline for "extended spring training" and/or the need for the Rays to locate a rookie league team at the Project site constitute a reasonable basis for such access restrictions;

(e) The Rays and the County shall also make the Project facilities available for up to one week each year, the date to be mutually agreed upon by the parties, for a Devil Rays Fantasy Camp;

(f) The Rays may use the facility for clinics, camps, and promotional or marketing events throughout the year, provided that three (3) weeks notice is provided to County and such use does not interfere with County's rights of use as described in Item 6 below.

If the Rays choose to locate a Florida State League ("FSL") team at the Project site, the Rays and the County agree to enter into an amendment to this Agreement to provide for the duties, rights, terms and responsibilities of the parties that will be occasioned by the location of said FSL team at the Project site. Notwithstanding the rights described in Item 6 below, County may not allow a minor league baseball franchise affiliated with any MLB team other than the Rays to play home games at the Project site without the express written consent of the Rays. Furthermore, the parties agree that they will not enter into any amendment to this Agreement if such amendment shall adversely affect the exclusion of interest on the County's obligations which financed the Project from gross income for federal income tax purposes.

The Rays shall have complete operating authority over those areas under its control during the use periods defined above, including, but not limited to, the right to manage ticket sales, concessions, merchandise sales, game-day parking, and all other stadium activities during spring training. The Rays will, at all times, make reasonable efforts to cooperate with others, including the County, in exercising its operating authority during its use periods.

The Rays shall make best efforts to furnish the County with its spring training exhibition game schedule and extended spring training time frame use requirements no later than December 1st of the year prior to the next February opening of spring training activities by the Rays.

During the use periods defined above, the Rays may stage non-baseball related events or activities with the express written consent of the County; such consent not to be unreasonably withheld.

The County and the Rays further agree that the Rays may transfer its right to use of certain Project facilities described above to an affiliated entity or subsidiary of the Rays.

6. **County Rights-of-Use to Project**

Subject to the Rays' rights of use described above, at all other times, the County shall have the right (and is encouraged by the Rays) to use the facility for concerts, plays, sporting events and tournaments or other revenue-producing or civically-oriented events (collectively defined as non-major league baseball-affiliated events) provided that:

- (a) Such events do not damage the playing fields or cause unreasonable wear and tear to the structures;
- (b) Such events are not inconsistent with the image of Major League Baseball and the Rays;
- (c) Such events do not interfere with the Rays operations; and
- (d) Prominent signage is displayed promoting the Rays' affiliation with the Project during these events.

The County shall have responsibility for all costs associated with these events and shall be responsible for all liabilities arising from the County's use of the Project for non-major league baseball-affiliated events.

During the periods of its use of the facility, the County shall also have the right to display marketing signs in the concourse and stadium, provided that such signs are not in conflict with an exclusive Rays marketing partnership and that the cost of displaying such signs is borne by the County.

During the term of this Agreement, the County shall at all times be permitted to continue its present use of County buildings at the Project site for office space and operations.

7. **Rays Rights to Project Revenues**

The Rays and County agree that for the duration of this agreement, the Rays shall retain:

- (a) All revenues derived from spring training operations, including, but not limited to, all revenues from ticket sales, food/beverage concessions, pouring rights for sodas, water, and other beverages, merchandise and souvenirs, program sales, advertising and signage, luxury suites, and game day parking;
- (b) Exclusive rights to set the price for spring training exhibition game tickets, food/beverage concessions, merchandise and souvenirs, programs, game-day and spring training parking and all other stadium goods and services associated with spring training operations;
- (c) Exclusive rights to all scoreboards, outfield, and other stadium signage. Such rights shall include the right to control the design and layout of all advertising;
- (d) Subject to the approval of County, such approval not to be unreasonably withheld, the right to sell stadium naming rights. The County shall retain the first \$75,000 annually of said stadium naming rights and revenues (which shall grow 3% annually for the term of this Agreement) in a stadium maintenance and operations fund, as described in Schedule 2 and Item 9 below, with the balance of naming rights revenues going to the Rays;
- (e) Subject to the approval of County, not to be unreasonably withheld, the right to locate cellular phone towers within the stadium lighting structures and all revenues derived from the sale of this right, provided that such sale is not in conflict with the County's ability to maximize revenues from its existing cellular phone tower on the Project site.

The Rays and County further agree to work towards a mutually cooperative relationship on concessions during Rays non-primary use time (i.e. restaurant).

8. **County Rights to Project Revenues**
 The Rays and the County agree that for the duration of this agreement, County shall retain all revenues derived from use of the Project for non-major league baseball-affiliated events staged during those periods of the year when the Rays are not entitled to primary use of the Project facilities, as described in Item 5 above. These include all revenues from facility rental fees, administrative fees, ticket sales, food/beverage concessions, pouring rights for sodas, water, and other beverages, merchandise and souvenirs, program sales, signage and non-spring training day parking.

The Rays and County further agree that these revenues will be dedicated by the County to a maintenance and operations fund, as described in Item 9 below and Schedule 2.

9. Maintenance and Capital Repair

(a) The County shall maintain, repair, and restore all properties at the facility at no cost to the Rays, except the Rays shall provide for housekeeping and cleaning services to the clubhouse and office space it uses at no cost to the County. The County shall maintain all grounds and turf to Major League Baseball standards, said standards to be provided to the County by the Rays; however, the Rays may, at its option, elect to maintain the playing fields during the periods of its primary use. It is further understood that the County will not be responsible for any maintenance, repairs, or restoration related to damage occurring to property as a result of negligent acts or omissions of the Rays, its officers, agents, or employees.

(b) The County shall keep and maintain the Project at all times in first-class conditions and up to first-class Major League Baseball spring training standards at the time of reference for use as a ballpark by the Rays and visiting clubs, said conditions to be reasonably approved by the Rays. The County acknowledges that the high quality conditions shall be in place prior to the beginning of and shall continue throughout each spring training season at no expense to the Rays, provided that the Rays may at its option elect to maintain the playing fields during the periods of its primary use. The County shall maintain all facilities and undertake all of its other obligations under this agreement in a manner consistent with other spring training facilities.

(c) The Rays shall not be required to make any capital investment or expenditure related to the renovations of the facilities as hereinbefore described, or its amenities, except as set forth in Item 4 above.

(d) If Project facilities are not maintained to the high-quality standards described above, the Rays shall send the County written notice describing what conditions it deems to be sub-standard. Upon receipt of such notice, County shall within 30 days respond in writing to the Rays concerns with a detailed remediation plan. In the event the County's remediation plan is not satisfactory to the Rays, the parties agree to submit any disputes to the resolution procedures described in Item 25.

(e) In order for the County to fulfill its maintenance and operations obligations described above, the County and the Rays agree to

dedicate the following sources of funds to an annual Maintenance and Operations Fund ("M&O Fund"), described below and in Schedule 2:

- (1) The County agrees to dedicate \$387,043 in County funds, representing the net maintenance and operations budget of the existing facility, to the M&O Fund in the year of initial occupancy. Such payment shall grow by 3% annually for the duration of the term of this Agreement;
 - (2) The Rays, as consideration for primary use of the facility, agree to a payment of \$116,550 to the M&O Fund in the year of initial occupancy. Such payment shall grow annually by 3% for the duration of the term of this Agreement;
 - (3) The County and the Rays agree, as described in Item 7 above, that the County shall retain the first \$75,000 of revenues from stadium naming rights for dedication to the M&O Fund in the year of initial occupancy. Such payment to the M&O Fund from naming rights revenues shall grow annually by 3% for the duration of the term of this Agreement;
 - (4) The County shall commit \$125,000 of hotel tax revenue to the M&O Fund in the year of initial occupancy. Such payment will be made annually for the duration of the term of this Agreement; and
 - (5) The County agrees to commit all revenues derived from use of the Project for non-major league baseball-affiliated events to the M&O Fund. Such revenues are estimated to be \$220,000 in the year of initial occupancy and are expected to grow annually by 3% for the duration of the term of this Agreement.
- (f) The County and the Rays agree that if, in any given year, actual maintenance and operations costs are less than the amount dedicated to the M&O Fund (as described above and in Schedule 2), the difference will be transferred into the Capital Reserve Fund. This will be reviewed annually at the end of the County fiscal year.
- (g) It is recognized that during the construction phase of the renovation plan, the County may incur revenue losses and maintenance savings. To the extent that revenue losses exceed maintenance savings ("Construction Period Losses"), any subsequent maintenance savings, as defined above, would first go towards reimbursing the County as compensation for Construction Period Losses rather than into the Capital Reserve, as defined above.
- (h) The use of the Capital Reserve Fund will be reviewed and approved by both parties. Capital repair and improvements will be given highest priority.

10. Community Benefits

The Rays shall also provide the County with the following amenities, marketing tools, and other community benefits:

- (a) For the duration of this agreement, the Rays agree to provide 30 tickets and one luxury suite per spring training exhibition game for use by County for each such game;
- (b) During the first five (5) years of this agreement, the Rays agree to provide each year 5,000 free tickets to Rays regular season home games to Charlotte County youth groups;
- (c) During each annual Major League Baseball season a marketing package as set forth below:
 - (1) A half-page ad in the regular season souvenir program;
 - (2) Visual message board announcement during each regular season home game played at Tropicana Field proclaiming Charlotte Harbor & the Gulf Islands as the "Official Spring Training Home of the Tampa Bay Devil Rays" and displaying a toll free number and website provided by County;
 - (3) Time to air one 30-second feature ad during each home pre-game on the main scoreboard within one hour of the first pitch, said ad provided by County and subject to approval of the Rays;
 - (4) One visible concourse sign at Tropicana Field;
 - (5) At the request of the Charlotte County Visitor's Bureau, the Rays shall purchase one full-page advertisement in the Visitor's Bureau's annual Official Visitor's Guide at a rate of \$1,450 and participate in co-op advertising with the Visitor's Bureau in the annual Official VISIT FLORIDA Vacation Guide and other mutually beneficial marketing initiatives;
 - (6) To the extent permitted by Major League Baseball Advanced Media ("MLBAM") or the applicable MLB entity at no cost to the Rays, the Rays agree to cross-promotional website links on the spring training section of the official Devil Rays website and on the official Charlotte County tourism website;
 - (7) The Rays agree to work with the County in developing marketing tourism packages that include tickets to at least one spring training exhibition game and to forward information about these packages to season ticket holder (regular season) mailing and/or e-mail lists;
 - (8) For the first (5) years of this agreement and to the extent the Rays produce their own over-the-air ("OTA") television broadcasts, the Rays agree to provide the Charlotte County Visitor's Bureau with time to air one 30-second commercial on each such OTA broadcast.

The copy for the ads and announcements shall be prepared by the Charlotte County Visitor's Bureau and supplied directly to the Rays for distribution, with the express understanding that said ads and announcements will be periodically updated during each baseball season and subject to the approval of the Rays. The Charlotte County Visitor's Bureau shall update all printed ad copy annually, which shall be subject to approval of the Rays. The Charlotte County Visitor's Bureau agrees to pay the cost of production of print advertisement, scoreboard features, and concourse sign and to pay the cost of installation, updating, and repair of the concourse sign.

It is acknowledged that said announcements, print ads, signs, and scoreboard features are to be used solely for the purpose of promoting and advertising the tourism attributes and attractions of Charlotte Harbor & the Gulf Islands and shall not be resold by the County;

- (d) During the first five (5) years of this agreement, the Rays agree to participate in a tourism sales mission each year at a home game during the regular season for up to forty (40) people, providing admission and light refreshments and one luxury suite in order to promote Charlotte Harbor & the Gulf Islands. Dates of the sales mission will be mutually agreed upon by both the Rays and the Charlotte County Visitor's Bureau annually. This provision shall be revisited after five (5) years;
- (e) If the Rays sell a score book at spring training exhibition games, the Rays shall provide Charlotte County Visitor's Bureau a free page in such score book. The Charlotte County Visitor's Bureau will provide the material to be printed, which will be subject to the approval of the Rays;
- (f) While the County acknowledges that there are circumstances that might not make this possible at all times, the Rays, in cooperation with the Charlotte County Visitor's Bureau, agree to use reasonable efforts to locate and secure housing for the Rays players and support staff in Charlotte County. The Rays agree to work with the Charlotte County Visitor's Bureau in scheduling accommodations for visiting teams with Charlotte County as well;
- (g) The parties hereto expressly recognize and agree that the County is undertaking a substantial financial responsibility. It is, therefore, understood and agreed that the Rays will cooperate fully with the County in its efforts to promote the development and success of baseball in Charlotte County. The Rays agree that it will make a good

faith effort, subject to Major League Baseball's rules and regulations, to see that personnel and players will be made reasonably available to participate in cooperative activities involving the promotion and development of professional baseball in Charlotte County;

(h) The Rays agree to assign a dedicated team liaison to work with the County and the Visitor's Bureau on promotional and public relations efforts;

(i) The Rays agree to establish a scholarship fund that covers the cost of sending a minimum of three (3) underprivileged Charlotte County children to summer camp. The Rays further agree to work with Charlotte County Parks, Recreation and Cultural Resources Department to kick off this scholarship campaign with a media event;

(j) The Rays agree, in coordination with the County Parks, Recreation and Cultural Resources Department to stage workshops and clinics annually in Charlotte County to educate and benefit the community.

11. Utilities

County shall pay all utility charges, including but not limited to water, sewer, electricity, and trash removal.

12. Public Services

County will provide all appropriate public services, including without limitation, interior and exterior security, paramedical, crowd and traffic control, at appropriate levels of coverage for all events

13. Day of Game Operations

The Rays will provide for all stadium operations and services during the Rays' spring training exhibition games, it being understood by and between the parties that included therein shall be the costs for advance promotion, advertising, sales, and distribution of tickets to all games, stadium cleanup, ushers, parking attendants, concession attendants, and any other personnel necessary to allow a game to take place.

14. Rays Parking

The Rays shall be responsible for access and security within parking areas designated for its players and support staff. County shall not be responsible for the security of any vehicles parked near the clubhouse. It is understood that the Rays shall be responsible for security of the clubhouse and office space being utilized by the Rays. The County shall install a secure, fenced, and lighted parking area near the clubhouse and offices for use of the Rays and shall provide reasonable security in such parking area for the protection of the members and the Rays.

The Rays will be responsible for attaining, coordinating and/or funding off-site parking for games or events requiring more than 1500 spaces and the County agrees to use its best efforts to assist the Rays in this endeavor.

15. **Rays Right to Make Interior Improvements**

The Rays shall have the right, from time to time and at its expense, to make all such improvements to, and decorate the interior of the property covered hereunder, as shall be reasonably necessary or appropriate, in the Rays' judgment, for the conduct thereon of its business. Prior to the commencement of any such major alteration, improvement, or decoration, the Rays shall submit said plans and specifications to the County Parks Director or designee for review and approval. If within thirty (30) days after such plans and specifications have been submitted and delivered by the Rays to the County Parks Director or designee for such approval, and the County Parks Director or designee shall not have given the Rays notice of disapproval thereof, stating the reason for such disapproval, then the plans and specifications shall be considered approved by the County for the purposes of this agreement. Such approval, however, will not relieve the Rays of the obligation to seek all other public approvals required under the laws of Charlotte County and/or the State of Florida.

16. **Zoning and Land Use Approvals**

The County will provide or secure all zoning, subdivision, land use, curb cut, construction, and all other necessary governmental or quasi-governmental approvals, licenses, and permits necessary to construct and operate the Project.

17. **Environmental Remediation**

County will by June 1, 2007, remediate any environmental, geodetic, or other site conditions that would adversely impact the cost or speed with which the Project can be completed. The Rays shall not be liable for any pre-existing environmental conditions of the Project site. Any costs of environmental remediation will be paid out of the Project Budget, provided that if such remediation costs exceed \$1,000,000 then the parties may terminate the Project without penalty.

18. **Insurance, Liabilities, and Indemnities**

(a) The Rays agree to and will at all times defend, indemnify, save, and hold harmless the County from any and all damages, liabilities, claims, demands, expenses, and costs arising out of, or in connection with, any use of the Project facilities by the Rays, its agents, officers, servants or employees, resulting from or any manner arising out of this Agreement with the County, excepting only liability resulting solely from negligence of the County, its agents, invitees, or employees. Subject to the above exception, the Rays shall, upon

request from the County, defend and satisfy any and all suits arising from its use of the Project facilities or site.

(b) The Rays shall maintain liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate and shall designate the County as an additionally named insured to protect County from any liability arising from the use of the Project facilities or site by the Rays. The parties agree to review these amounts every five years. Certificates of insurance shall be provided to County by the Rays prior to the start of Spring Training reflecting liability insurance in the amounts set forth above as well as workers compensation insurance in the coverage amount of at least \$1,000,000 and automobile insurance in the coverage amount of at least \$1,000,000. The County further agrees to supply the Rays with certificates of insurance reflecting the County's worker's compensation and public liability and property damage insurance coverage currently in place.

(c) The County shall be liable for, and to the extent provided by law, shall indemnify, defend, and hold harmless the Rays and all of its officers, agents, and employees from, any lawsuit, claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the County, its agents, or employees, including claims arising under worker's compensation or other applicable laws for County employees and maintenance personnel working on the Project site, during the performance of this Agreement; except that neither the County, its agents, or its employees will be liable under this item for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Rays or any of its officers, agents, or employees during the performance of this Agreement. In the event of any lawsuit, claim, loss, damage, cost, charge, or expense involving the joint or concurrent fault of the Rays and the County, each party agrees to bear their own respective damages, loss, liability and costs (excluding attorneys' fees and costs) incurred by each party in proportion to its contribution to the aforementioned actions. In such cases, neither party shall be required to defend or bear the cost of defense of the other party.

19. Disaster Preparations

The Rays agree that the County may, at the County's reasonable discretion, use the Project as a staging area for disaster preparations, response, or other related emergency uses, provided that such use of the Project will not damage the Project so it is unfit to be used for its customary purpose. In the event County elects to use the Project for such a use, County agrees to restore the Project and Project site to the conditions existing prior to said use at the sole cost of County.

20. Taxes

It is the intent of the County and the Rays that the Project (land and improvements) shall be exempt from ad valorem taxes throughout the term of this Agreement.

21. Rights of Assignment

The rights granted to the Rays pursuant to this agreement shall not be assigned, except with the express written consent of the County, except that the Rays may assign this agreement in connection with a sale, merger, re-organization, or other disposition of the Rays or its Major League Baseball franchise so long as the assignee expressly assumes the Rays' obligations and liabilities hereunder. The County shall not assign this agreement without the prior written consent of the Rays.

22. Subordination to MLB Documents

This Agreement and any rights or exclusivities granted by the Rays hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB documents"):

- (a) Any present or future agreement entered into by, or on behalf of, any of the MLB entities or affiliates, or the member clubs acting collectively; or
- (b) The present and future mandates, rules, regulations, policies, bulletins, or directives issued or adopted by the Commissioner or the MLB entities.

The issuance, entering into, amendment or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto.

No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by this Agreement, except as specifically approved in writing by MLBAM or the applicable MLB entity.

23. Media Rights

It is expressly acknowledged and agreed by and between the parties that the County has no rights to, and shall receive no revenues from, the Rays' radio or internet broadcast or televising of any games played by the Rays, nor shall the County participate, in any manner, in determining when said games shall be scheduled, televised, or broadcast. The Rays and certain Major League Baseball entities shall have the sole and exclusive rights to record and/or transmit (or to license others to record and/or transmit) any Major League Baseball games played at the stadium via any technology now existing or hereinafter devised (including, without limitation, transmission via over-the-air television, cable television, radio, or on-line

technologies). The Rays shall own all worldwide copyright and all other rights in such games and the recordings and transmissions thereof. All rights to license any transmissions of any portions of the games, including the right to receive and retain all revenues generated from the sale or licensing of such transmission rights, shall belong solely and exclusively to the Rays and certain Major League Baseball entities. The County shall not either (a) record or transmit, or permit others to record or transmit, via any medium all or any part of the games played at the stadium, or (b) otherwise take any other action which is inconsistent with the terms and conditions of this Item 23.

24. Force Majeure

(a) In the event that the Stadium is damaged or destroyed by hurricane, fire or other Act of God or casualty, the County shall, if practicable, cause the Stadium to be repaired or restored as soon as reasonably possible, and the amounts payable by the Rays hereunder shall be abated for the period from the date of casualty until the completion of the repairs or restoration of such portion or portions of the Stadium as shall have been rendered unusable by such damage.

(b) If the County, in its sole determination, decides that it is not practicable to repair the Stadium it may elect to terminate this Agreement without penalty. Such election shall be exercised by the County by giving written notice thereof to the Rays within ninety (90) days after such casualty occurs. If the County elects to terminate the Agreement, any payments due from the Rays for future events shall cease to accrue as of the date of such casualty. The Rays shall be required to pay to County any monies owed to County for events that occurred prior to any such casualty.

(c) If the County elects not to terminate this Agreement, it shall so notify the Rays by written notice within said ninety (90) days specifying the period of time within which the County reasonably estimates that the Stadium may be repaired or restored to its condition prior to the casualty. If such period of time exceeds one (1) year from the start of the repair or restoration to completion, then the Rays may terminate this Agreement without penalty, and shall provide written notice to County of said termination within ninety (90) days of the date of receipt of the notice from the County to the Rays referred to above.

25. Settlement of Disputes Arising Under the Agreement

(a) Any controversy which shall arise between the Rays and the County regarding the rights, duties, or liabilities hereunder of either party shall be immediately communicated to the other party. In an attempt to settle, the parties agree to non-binding mediation in Charlotte County, Florida, pursuant to the laws of the State of Florida.

(b) This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. In the event any litigation arises between the parties in connection with this Agreement, venue for said litigation shall lie exclusively in Charlotte County, Florida.

26. **Entire Agreement**

This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this agreement or the simultaneous or prior writing heretofore. All prior understandings, terms or conditions are deemed to merge in this agreement and this agreement cannot be changed or supplemented orally, but only by an agreement in writing, and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

27. **Severability**

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

28. **Rights of Renewal**

The Rays shall have five (5) options of renewing this agreement for an additional one (1) year period under the same terms and conditions hereof by giving County written notice of its intention to renew same not less than ninety (90) days prior to the expiration of the term hereof.

29. **Notice**

Any notice required or permitted to be sent hereunder shall be sent by certified mail, return receipt requested, to the parties at the addresses listed below:

If to County:
County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948-1094

with a copy to:
Director Parks, Recreation
and Cultural Resources
2300 El Jobean Road
Port Charlotte, FL 33948

If to Tampa Bay Devil Rays:
Mr. John P. Higgins
Tropicana Field
One Tropicana Drive
St. Petersburg, FL 33705

30. **Contact Persons**
The parties agree to designate one or more employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.
31. **Authority to Execute**
County and Rays both warrant to the other that they, and the persons executing this Agreement on behalf of each of them, have the right, power and authority to execute this Agreement.
32. **Effective Date**
This Agreement shall become effective upon the filing thereof in the public records of the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first mentioned above.

TAMPA BAY DEVIL RAYS, LTD.

By: Matthew P. Silverman
Matthew P. Silverman, President

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 27th day of September, 2006 by Matthew P. Silverman, President of Tampa Bay Devil Rays, Ltd., who is personally known to me or who has produced MIA as identification.

John P. Higgins
NOTARY PUBLIC

My commission expires John P. Higgins
Commission # DD357358
Expires October 30, 2008
Notary Public - Pinellas Co. #00000000000000000000

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Thomas G. Moore
Thomas G. Moore, Chair

ATTEST:
Barbara T. Scott, Clerk of the Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton
County Attorney 04-499 04

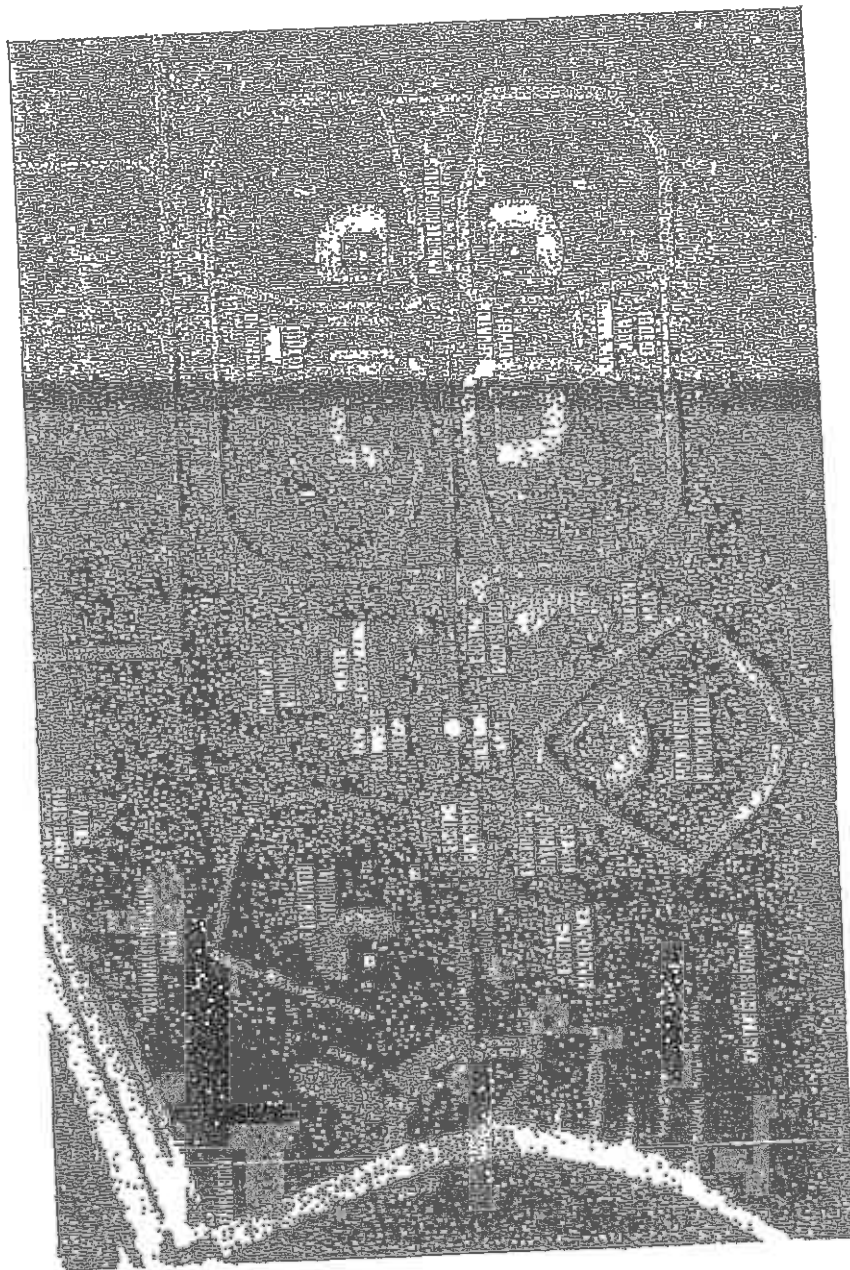
SCHEDULE I: PROJECT CAPITAL FUNDING SOURCES

	State of Florida	Charlotte County funds (4th cent - one time)	Charlotte County funds (4th cent tourist tax)	Charlotte County funds (5th cent tourist tax)	Tampa Bay Deyl Rays (payments)
2007	\$ 500,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ -
2008	\$ 500,000	\$ -	\$ 463,500	\$ 463,500	\$ -
2009	\$ 500,000	\$ -	\$ 352,405	\$ 477,405	\$ 595,190
2010	\$ 500,000	\$ -	\$ 366,727	\$ 491,727	\$ 566,546
2011	\$ 500,000	\$ -	\$ 381,479	\$ 506,479	\$ 537,042
2012	\$ 500,000	\$ -	\$ 396,673	\$ 521,673	\$ 506,653
2013	\$ 500,000	\$ -	\$ 412,324	\$ 537,324	\$ 475,353
2014	\$ 500,000	\$ -	\$ 428,443	\$ 553,443	\$ 443,114
2015	\$ 500,000	\$ -	\$ 445,047	\$ 570,047	\$ 409,907
2016	\$ 500,000	\$ -	\$ 462,148	\$ 587,148	\$ 375,704
2017	\$ 500,000	\$ -	\$ 479,762	\$ 604,762	\$ 340,475
2018	\$ 500,000	\$ -	\$ 497,905	\$ 622,905	\$ 304,190
2019	\$ 500,000	\$ -	\$ 516,392	\$ 641,392	\$ 266,813
2020	\$ 500,000	\$ -	\$ 535,840	\$ 660,840	\$ 228,320
2021	\$ 500,000	\$ -	\$ 555,665	\$ 680,665	\$ 188,669
2022	\$ 500,000	\$ -	\$ 576,085	\$ 701,085	\$ 147,829
2023	\$ 500,000	\$ -	\$ 597,118	\$ 722,118	\$ 105,764
2024	\$ 500,000	\$ -	\$ 618,781	\$ 743,781	\$ 100,000
2025	\$ 500,000	\$ -	\$ 641,095	\$ 766,095	\$ 100,000
2026	\$ 500,000	\$ -	\$ 664,078	\$ 789,078	\$ 100,000
2027	\$ 500,000	\$ -	\$ 687,750	\$ 812,750	\$ 100,000
2028	\$ 500,000	\$ -	\$ 712,133	\$ 837,133	\$ 100,000
2029	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2030	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2031	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2032	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2033	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2034	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2035	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2036	\$ 500,000	\$ -	\$ -	\$ -	\$ -

SCHEDULE 2: PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES

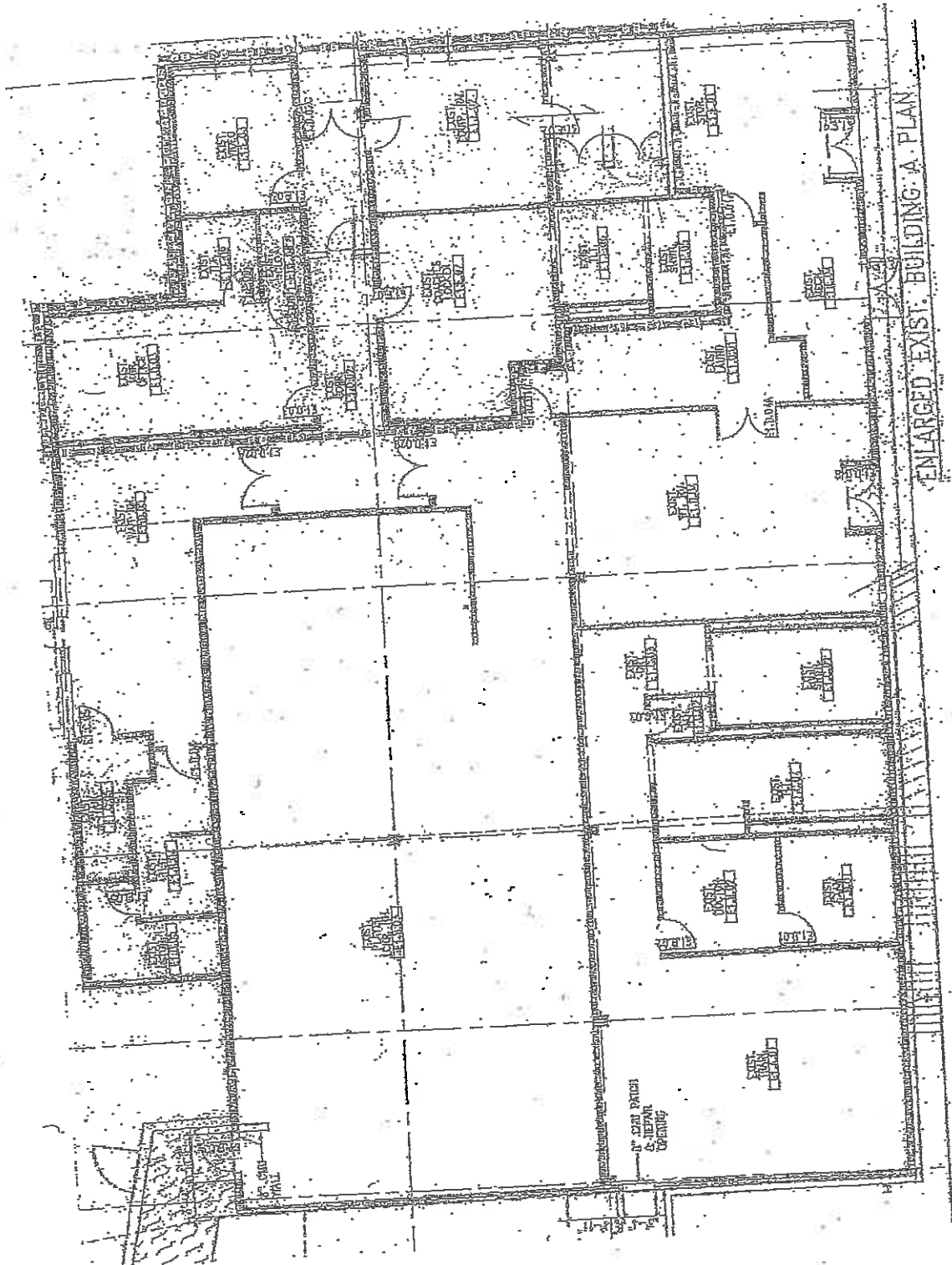
	Charlotte County funds (Including H&D budgets)	Charlotte County funds (Hib contracts only)	Marine (Hib County share)	Other event revenues	Tampa Bay DWH Buy (payments)	TOTAL
2009	\$ 387,043	\$ 125,000	\$ 75,000	\$ 220,000	\$ 116,550	\$ 923,593
2010	\$ 398,654	\$ 125,000	\$ 77,250	\$ 226,600	\$ 120,047	\$ 947,551
2011	\$ 410,614	\$ 125,000	\$ 79,568	\$ 233,398	\$ 123,648	\$ 972,227
2012	\$ 422,932	\$ 125,000	\$ 81,955	\$ 240,400	\$ 127,357	\$ 997,644
2013	\$ 435,620	\$ 125,000	\$ 84,413	\$ 247,612	\$ 131,178	\$ 1,023,823
2014	\$ 448,689	\$ 125,000	\$ 86,946	\$ 255,040	\$ 135,113	\$ 1,050,788
2015	\$ 462,150	\$ 125,000	\$ 89,554	\$ 262,692	\$ 139,167	\$ 1,078,562
2016	\$ 476,014	\$ 125,000	\$ 92,241	\$ 270,572	\$ 143,342	\$ 1,107,169
2017	\$ 490,294	\$ 125,000	\$ 95,008	\$ 278,689	\$ 147,642	\$ 1,136,634
2018	\$ 505,003	\$ 125,000	\$ 97,858	\$ 287,050	\$ 152,071	\$ 1,166,983
2019	\$ 520,153	\$ 125,000	\$ 100,794	\$ 295,662	\$ 156,633	\$ 1,198,242
2020	\$ 535,758	\$ 125,000	\$ 103,818	\$ 304,531	\$ 161,332	\$ 1,230,439
2021	\$ 551,831	\$ 125,000	\$ 106,932	\$ 313,667	\$ 166,172	\$ 1,263,603
2022	\$ 568,386	\$ 125,000	\$ 110,140	\$ 323,077	\$ 171,158	\$ 1,297,761
2023	\$ 585,437	\$ 125,000	\$ 113,444	\$ 332,770	\$ 176,292	\$ 1,332,944
2024	\$ 603,000	\$ 125,000	\$ 116,848	\$ 342,753	\$ 181,581	\$ 1,369,182
2025	\$ 621,090	\$ 125,000	\$ 120,353	\$ 353,035	\$ 187,029	\$ 1,406,507
2026	\$ 639,723	\$ 125,000	\$ 123,964	\$ 363,626	\$ 192,639	\$ 1,444,953
2027	\$ 658,915	\$ 125,000	\$ 127,682	\$ 374,535	\$ 198,419	\$ 1,484,551
2028	\$ 678,682	\$ 125,000	\$ 131,513	\$ 385,771	\$ 204,371	\$ 1,525,338
2029*	\$ 699,043	\$ 125,000	\$ 135,458	\$ 397,344	\$ 210,502	\$ 1,567,348
2030*	\$ 720,014	\$ 125,000	\$ 139,522	\$ 409,265	\$ 216,817	\$ 1,610,618
2031*	\$ 741,614	\$ 125,000	\$ 143,708	\$ 421,543	\$ 223,322	\$ 1,655,187
2032*	\$ 763,863	\$ 125,000	\$ 148,019	\$ 434,189	\$ 230,022	\$ 1,701,092
2033*	\$ 786,779	\$ 125,000	\$ 152,460	\$ 447,215	\$ 236,922	\$ 1,748,375

*If applicable (i.e., rights of renewal are exercised)



PORTLAND STADIUM SIDE PLAN

MAGED
10-18-06
AP.



ENLARGED EXIST. BUILDING - A PLAN

EXHIBIT "B"

3) A COST-BENEFIT ANALYSIS OF THE TEAM'S IMPACT ON THE COMMUNITY

RESEARCH DATA SERVICES, INC.

777 SOUTH HARBOUR ISLAND BOULEVARD • SUITE 260

TAMPA, FLORIDA 33602

TEL (813) 254-2975 • FAX (813) 223-2986



**2015 Tampa Bay Rays Spring Training
Visitor and Economic Impact Study**

*Charlotte County, Florida
March 5, 2015 – March 31, 2015*

Prepared for:

Charlotte Harbor Visitor & Convention Bureau

Prepared by:

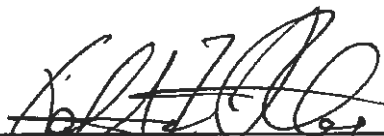
Research Data Services, Inc.

June 2015

Certification and General Limiting Conditions

The following report has been prepared for 2015 Tampa Bay Rays Spring Training at the request of Ms. Lorah Steiner. **Research Data Services, Inc.** hereby certifies that, except as otherwise noted in the report:

1. We have no present or contemplated future interest in the project that is the subject of this study.
2. We have no personal interest or bias with respect to the subject matter of this report or the parties involved.
3. This report is based on estimates, assumptions, and other information developed from our research of the market, our knowledge of the industry, and our discussions with you and your representatives during which we were provided with certain information. The sources of information and the bases of estimates and assumptions are stated herein. To the best of our knowledge and belief, the statements of fact contained in this report, upon which analyses, opinions, and conclusions expressed herein are based, are true and correct.
4. This report sets forth all of the limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report.
5. Because circumstances may change and unanticipated events may occur subsequent to the date of this report, the reader must evaluate the assumptions and rationale of this report in light of the circumstances then prevailing. The terms of this engagement are such that we have no obligation to revise this report or the included projections to reflect events or conditions which occur subsequent to the completion of our fieldwork.



Walter J. Klages, Ph.D.
President

June 18, 2015

Date

Preface

The following research project was undertaken at the request of Ms. Lorah Steiner, Director of Tourism, Charlotte Harbor Visitor & Convention Bureau.

The research objectives, as documented in the survey questionnaire (approved by the contracting parties), reflect the full scope of the project undertaken. The principal purpose of this study was to document the economic impact of the 2015 Tampa Bay Rays Spring Training season. In this context, the study tabulates and profiles both tourist/visitors and day-trippers who came to the area for the event.

The **findings of the study are based on 314 face-to-face interviews** conducted with randomly selected visitors at 2015 Tampa Bay Rays Spring Training games.

Research Data Services, Inc. is responsible for the design and analysis of this project. The research was implemented by staff interviewers, trained, and supervised by **RDS** professionals. The study questionnaire, processing softwares, optical scanning programs, and related materials developed and used in and for this project, as well as this report are protected by the copyright laws of the United States of America.

Summary of Research Findings

The study of the Tampa Bay Rays' 2015 Spring Training was implemented to document the economic impact of season. ***The total economic impact of out-of-county visitors to 2015 Tampa Bay Rays Spring Training games is estimated to be \$17,184,000.*** Please note that this economic impact estimate only includes attendee spending. It does not address the spending of the Tampa Bay Rays, visiting teams, or media in the destination. Attendance figures provided by the team indicate some 71,472 people attended the 14 Tampa Bay Rays home spring training games in the Charlotte Sports Park from March 5, 2015 – March 31, 2015.

The following, in short summary, are the salient findings of the research:

A. Profile of Visitors Attending 2015 Tampa Bay Rays Spring Training games:

1. Of the 71,472 people who attended the 2015 Tampa Bay Rays home Spring Training games at the Charlotte Sports Park, some 41.1% were Charlotte County residents or seasonal residents {Q1a}.
2. Non-resident attendees (58.9% of total) distribute as follows {Q1b):

	<u>% of Total</u>
• Day-Trippers	39.9%
• Overnight Visitors	19.0
3. Of the non-Charlotte resident attendees 67.5% came from other Florida counties, 29.3% from other states in the U.S., and 3.2% came from other countries {Q1a, Q2a, and Q2b}.
4. Overall, some 14.4% of game attendees had children under the age of 18 in their parties {Q3c}.

2015 Tampa Bay Rays Spring Training Economic Impact Study

5. The typical overnight visitor party attending 2015 Tampa Bay Rays Spring Training games had a median party size of 2.0 people and spent an average of 4.6 nights in the local area {Q3b and Q7}.
6. Day-trippers also traveled with a median party size of 2.0 people {Q3b}.
7. Non-residents traveled to the area using the following transportation modes {Q9} (multiple response):
 - Personal Car 83.7%
 - Rental Car 14.6
 - Fly 11.4
8. In addition to spring training, out-of-town visitors volunteer enjoying the following other activities and interests in Charlotte County {Q11} (multiple response):
 - Dining Out 47.8%
 - Shopping 31.6
 - Beach/Walking on the Beach 19.4
 - Relaxing 16.7
 - Visiting with Friends/Relatives 14.5
 - Bars/Nightlife 13.8
 - Pool 13.4
 - Swimming 10.1
 - Fishing 8.6
9. The majority of non-resident visitors surveyed (96.7%) plan to return to Charlotte County {Q12}. Specifically:

Plan to Return

- Day-Trippers 96.8%
- Overnight Visitors 96.7

2015 Tampa Bay Rays Spring Training Economic Impact Study

10. Over half (52.2%) of respondents attended regular season Ray's games at Tropicana Field last season. Those respondents who did go to games report attending a median of three games during the 2014 season {Q4b}.
11. Better than four of every five Spring Training game attendees (85.6%) watched Rays games on television during the 2014 season, with a median of 10 televised games watched {Q4c}.
12. The respondent's reported average ages are as follows:

	<u>Respondent Age</u>
• Charlotte Residents	58.9
• Seasonal Residents	65.5
• Day-Trippers	56.4
• Overnight Visitors	54.1

13. The median annual income of non-resident game attendees is \$91,140.

B. The Economic Impact of 2015 Tampa Bay Rays Spring Training on Charlotte County:

<u>Estimated Attendee Economic Impacts</u>	<u>Direct Expenditures</u>	<u>Economic Impact</u>
Spring Training Attendees	\$11,268,200	\$17,184,000

The total combined expenditures of out-of-county attendees of 2015 Tampa Bay Rays Spring Training games are **\$11,268,200**. The direct and indirect economic impact equals **\$17,184,000**. Additionally, residents and seasonal residents of Charlotte County spend an estimated \$1,712,600 attending spring training games. *Please note these estimates of economic impact exclude the in-destination spending of the Tampa Bay Rays, visiting teams and media.*

**4) EVIDENCE THAT THE CERTIFIED GOVERNMENTAL
ENTITY CONTINUES TO MEET THE CRITERIA IN EFFECT
WHEN APPLICANT WAS CERTIFIED**

Evidence that the certified governmental entity continues to meet the criteria in effect when the applicant was certified

1. A “unit of local government” as defined in s. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained sprint training franchise is located. **Yes, the facility is County owned and holds the title to the property.**
2. The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least 15 years. **Yes, the signed agreement is on file.**
3. The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise. **Yes, the financial commitment is on file.**
4. The applicant has projections, verified by the Office of Tourism, Trade, and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually. **Yes, the County has attendance records.**

2009	103,255
2010	72,448
2011	74,082
2012	87,112
2013	90,935
2014	78,624
2015	71,472

**City of Bradenton
(Pittsburgh Pirates)**

CITY OF BRADENTON / PITTSBURGH PIRATES - SCHEDULE OF REVENUES AND EXPENDITURES

	FY: 2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
COSTS														
Operating & Administrative Costs	\$ 597,678	\$ 553,579	\$ 618,816	\$ 562,694	\$ 549,302	\$ 92,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes - Pirate City	\$ 82,296	\$ 84,901	\$ 93,801	\$ 99,591	\$ 104,929	\$ 114,117	\$ 80,060	\$ 79,903	\$ 211,941	\$ 201,631	\$ 178,368	\$ 186,812	\$ 78,621	\$ -
Property Taxes - McKechnie Field	\$ 56,250	\$ 55,266	\$ 54,539	\$ 53,647	\$ 51,168	\$ 47,422	\$ 43,835	\$ 43,313	\$ 43,486	\$ 42,854	\$ 41,050	\$ 39,866	\$ 8,265	\$ -
Capital Improvements ⁽¹⁾ see below														
Debt Service														
1995 Subordinate Lien \$4,575,000	281,059	281,059	281,059	281,059	281,059	281,059	281,059	281,059	239,378	1,247,207				
1998 Capital Improvement \$3,150,000	413,275	404,742	400,918	389,634	374,616	357,817								
2007 Special Obligation \$18,645,000					315,496	1,113,311	1,109,911	1,112,836	1,110,236	1,112,287	1,109,052	1,109,206	1,112,431	1,110,231
2012 Capital Improvements \$7,500,000										100,742	487,250	504,616	504,480	504,340
Capital Reserve Fund ⁽²⁾ Contributions						750,000		137,152	130,625	136,503	136,503	138,972	141,849	144,858
Total Costs	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,514,865	\$ 1,654,263	\$ 1,735,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,759,429
REVENUES														
Pirates Lease	40,446	94,783	119,256	138,989	195,884									
Manatee County														
Tourist Development Tax 10.5% of Z ₄	203,800	216,065	238,572	253,906	263,510	263,611	255,531	269,361	289,237	366,602	400,000	400,000	400,000	400,000
Tourist Development Tax - 5th Cent														
Property Tax Reimbursement - Pirate City ⁽³⁾		32,069	34,537	36,294	38,221	38,678	27,328	27,062	69,297	64,356	62,314	58,756	24,995	50,000
14th Street CRA Contribution						30,000	24,987	24,477	25,162	24,733	50,000	50,000	50,000	50,000
State of Fla. Spring Training Facilities Grant					291,669	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004
City of Bradenton	\$ 1,186,312	1,096,630	1,056,768	957,436	887,286	1,923,697	707,015	833,359	851,966	1,885,549	939,905	970,712	870,647	809,425
Total Revenues	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,514,865	\$ 1,654,263	\$ 1,735,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,759,429

⁽¹⁾ Capital Improvements:
 1998 \$3,000,000 Improvements to clubhouse
 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City
 2012 \$7,500,000 Renovations to McKechnie Field

⁽²⁾ Capital Reserve Fund - City to make annual contribution of \$125,000 with annual CPI increases up to a maximum of 4.5%
 Investment income earned on the amounts in the Capital Reserve Fund shall be added to the principal of the Capital Reserve Fund.

⁽³⁾ Reimbursement from Manatee County for county portion of property tax bill



00000 REVENUES

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
20705 381001 INTERFUND TRANSFER IN	-613,431	0	-613,431	-511,192.50	.00	-102,238.50	83.3%*
TOTAL REVENUES	-1,113,431	0	-1,113,431	-969,529.50	.00	-143,901.50	87.1%

51700 DEBT SERVICE PAYMENTS

20751700 571000 DB207 PRINCIPAL - D	430,000	0	430,000	.00	.00	430,000.00	.0%
20751700 572000 DB207 INTEREST - DE	682,431	0	682,431	341,215.64	.00	341,215.36	50.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	464.67	.00	535.33	46.5%
TOTAL DEBT SERVICE PAYMENTS	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	30.7%
TOTAL EXPENSES	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	
GRAND TOTAL	0	0	0	-627,849.19	.00	627,849.19	100.0%

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2014 13

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-500,004.00	.00	4.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-609,831	0	-609,831	-609,831.00	.00	.00	100.0%
TOTAL REVENUES	-1,109,831	0	-1,109,831	-1,109,835.00	.00	4.00	100.0%
TOTAL REVENUES	-1,109,831	0	-1,109,831	-1,109,835.00	.00	4.00	
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	410,000	0	410,000	410,000.00	.00	.00	100.0%
20751700 572000 DB207 INTEREST - DE	698,831	0	698,831	698,831.28	.00	-.28	100.0%*
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	839.67	.00	160.33	84.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	100.0%
TOTAL EXPENSES	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	
GRAND TOTAL	0	0	0	-164.05	.00	164.05	100.0%

** END OF REPORT - Generated by Sharon Beauchamp **



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2013 13

	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-500,004.00	.00	4.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-609,052	0	-609,052	-609,052.00	.00	.00	100.0%
TOTAL REVENUES	-1,109,052	0	-1,109,052	-1,109,056.00	.00	4.00	100.0%
TOTAL REVENUES	-1,109,052	0	-1,109,052	-1,109,056.00	.00	4.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	395,000	0	395,000	395,000.00	.00	.00	100.0%
20751700 572000 DB207 INTEREST - DE	713,052	0	713,052	713,051.28	.00	.72	100.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,052	0	1,109,052	1,108,051.28	.00	1,000.72	99.9%
TOTAL EXPENSES	1,109,052	0	1,109,052	1,108,051.28	.00	1,000.72	99.9%
GRAND TOTAL	0	0	0	-1,004.72	.00	1,004.72	100.0%

** END OF REPORT - Generated by Sharon Beauchamp **



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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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glytdbud

FOR 2012 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STATE	-500,004	0	-500,004	-500,004.00	.00	.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-612,907	0	-612,907	-612,907.00	.00	.00	100.0%
TOTAL REVENUES	-1,112,911	0	-1,112,911	-1,112,911.00	.00	.00	100.0%
TOTAL REVENUES	-1,112,911	0	-1,112,911	-1,112,911.00	.00	.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	385,000	0	385,000	385,000.00	.00	.00	100.0%*
20751700 572000 DB207 INTEREST - DE	726,911	0	726,911	726,911.28	.00	-.28	100.0%*
20751700 595400 DB207 FEES-OTHER NO	1,000	0	1,000	375.00	.00	625.00	37.5%*
TOTAL DEBT SERVICE PAYMENTS	1,112,911	0	1,112,911	1,112,286.28	.00	624.72	99.9%
TOTAL EXPENSES	1,112,911	0	1,112,911	1,112,286.28	.00	624.72	
GRAND TOTAL	0	0	0	-624.72	.00	624.72	100.0%

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CITY OF BRADENTON
www.cityofbradenton.com

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City of Bradenton
YEAR-TO-DATE BUDGET REPORT

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FOR 2011 13

	ORIGINAL APPROP	TRANSFRS / ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STATE	-500,004	0	-500,004	-500,004.00	.00	.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-610,357	0	-610,357	-610,357.00	.00	.00	100.0%
TOTAL REVENUES	-1,110,361	0	-1,110,361	-1,110,361.00	.00	.00	100.0%
TOTAL REVENUES	-1,110,361	0	-1,110,361	-1,110,361.00	.00	.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	370,000	0	370,000	370,000.00	.00	.00	100.0%*
20751700 572000 DB207 INTEREST - DE	739,861	0	739,861	739,861.28	.00	-.28	100.0%*
20751700 595400 DB207 FEES-OTHER NO	500	0	500	375.00	.00	125.00	75.0%*
TOTAL DEBT SERVICE PAYMENTS	1,110,361	0	1,110,361	1,110,236.28	.00	124.72	100.0%
TOTAL EXPENSES	1,110,361	0	1,110,361	1,110,236.28	.00	124.72	
GRAND TOTAL	0	0	0	-124.72	.00	124.72	100.0%

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City of Bradenton
FLEXIBLE PERIOD REPORT

PAGE 1
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FROM 2010 01 TO 2010 13

ACCOUNTS FOR:
207 SPEC OBLIGATION DEBT-SER 2007

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STATE GRANT	500,004	0	0	500,004.00	.00	-500,004.00	.0%
20705 381001 INTERFUND TRANSFER IN-GEN FUN	614,458	0	0	614,458.00	.00	-614,458.00	.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - DEBT SER	360,000	0	0	360,000.00	.00	-360,000.00	.0%
20751700 572000 DB207 INTEREST - DEBT SERV	752,462	0	0	752,461.28	.00	-752,461.28	.0%
20751700 595400 DB207 FEES-OTHER NON-OPERA	2,000	0	0	375.00	.00	-375.00	.0%

City of Bradenton
FLEXIBLE PERIOD REPORT

08/11/2014
17:18:48

FROM 2009 01 TO 2009 13

ACCOUNTS FOR:
207 SPEC OBLIGATION DEBT-SER 2007

ORIGINAL APPROP TRANSFRS/ ADJUSTMTS REVISED BUDGET ACTUALS ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

20704 334700 12301 PRO SPORTS STATE GRANT 500,004 0 0 500,004.00 .00 -500,004.00 .0%

20705 381001 INTERFUND TRANSFER IN-GEN FUN 609,908 0 0 609,907.28 .00 -609,907.28 .0%

51700 DEBT SERVICE PAYMENTS

20751700 571000 DB207 PRINCIPAL - DEBT SER 345,000 0 0 345,000.00 .00 -345,000.00 .0%

20751700 572000 DB207 INTEREST - DEBT SER 764,536 0 0 764,536.28 .00 -764,536.28 .0%

20751700 595400 DB207 FEES-OTHER NON-OPERA 376 0 0 375.00 .00 -375.00 .0%

Revenue Status Report

City of Bradenton

10/1/2006 through 9/30/2007

revstat.rpt

11/20/2007 5:21PM

Periods: 0 through 13

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
361100-000 INTEREST EARNINGS	388,600.00	388,683.06	388,683.06	-83.06	100.02
381001-000 NON REV-INTERFUND TRANSFER 001	711,776.00	711,775.40	711,775.40	0.60	100.00
384000-000 PROCEEDS FROM DEBT ISSUANCE	18,145,300.00	18,145,236.37	18,145,236.37	63.63	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	19,245,694.83	19,245,694.83	-18.83	100.00

Expenditure Status Report
 City of Bradenton
 10/1/2006 through 9/30/2007

expstat.rpt
 11/20/2007 5:21PM
 Periods: 0 through 13

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
305	PIRATE CITY SPEC OBLIGATION-CONSTRUCTION					
582000	CAPITAL IMPROVEMENTS					
582000-021	11,152,114.00	9,641,010.05	9,641,010.05	1,511,103.58	0.37	100.00
582000-954	135,203.00	135,202.67	135,202.67	0.00	0.33	100.00
Total	11,287,317.00	9,776,212.72	9,776,212.72	1,511,103.58	0.70	100.00
Total	19,245,676.00	9,776,212.72	9,776,212.72	1,511,103.58	7,959,359.70	58.65

Expenditure Status Report
 City of Bradenton
 10/1/2007 through 9/30/2008

expstat.rpt
 12/16/2008 2:00PM
 Periods: 0 through 13

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION
 582000 CAPITAL IMPROVEMENTS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
582000-021 PIRATE CITY/MCKECHNIE FIELD	10,169,132.00	10,169,081.38	10,169,081.38	0.00	50.62	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	10,169,132.00	10,169,081.38	10,169,081.38	0.00	50.62	100.00



City of Bradenton

McKechnie Field/Pirate City - Debt History

1987 – 1995 maturity date

Florida League of Cities Loan

- Allocated up to \$4,000,000 for “municipal purposes”
- Drew down \$3,000,000 for renovations to McKechnie Field in 1992
- Balloon payment \$3,035,100 due December 1995

1995 – 2015 maturity date

Subordinate Lien Special Revenue Refunding Bonds - \$4,575,000

- Issued to refund the Golf Course Revenue Bonds - Series 1985 and the McKechnie Field capital improvements financed by the Florida League of Cities loan
- Allocation: 76% McKechnie; 24% Golf Course
- Paid off (final payment made 2012)

1998 – 2008 maturity date

Capital Improvement Revenue Bonds Series 1998 - \$3,150,000

- Issued to finance capital improvements to Pirate City
- Final payment of \$87,500 made June 1, 2008

2007 – 2037 maturity date

Special Obligation Revenue Bonds Series 2007 - \$18,645,000

- Issued to finance capital improvements to Pirate City and McKechnie Field
- State of Florida Retained Spring Training Facilities grant revenue - \$500,000/annually toward debt service
- Final payment of \$1,065,000 due September 1, 2037

2011 – 2027 maturity date

Special Obligation Revenue Bond Series 2012 - \$7,500,000

- Issued to finance capital improvements to McKechnie Field
- Final payment of \$2,750,165 due February 1, 2027

In the opinion of Nabors, Giblin & Nickerson, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions referred to herein under "TAX EXEMPTION," interest on the Series 2007 Bonds is (a) excludable from gross income for federal income tax purposes and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative minimum taxable income and may be subject to other federal income tax consequences referred to herein under "TAX EXEMPTION."

\$18,645,000
CITY OF BRADENTON, FLORIDA
SPECIAL OBLIGATION REVENUE BONDS,
SERIES 2007

Dated: Date of Delivery

Due: September 1 (as shown below)

The City of Bradenton, Florida Special Obligation Revenue Bonds, Series 2007 (the "Series 2007 Bonds") will be issued only as fully registered bonds and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2007 Bonds. The Series 2007 Bonds will be available to purchasers in denominations of \$5,000 and any multiple thereof only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive delivery of the Series 2007 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2007 Bond, the purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2007 Bond. See "DESCRIPTION OF THE SERIES 2007 BONDS - Book-Entry Only System" herein. Interest on the Series 2007 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing on September 1, 2007.

The Series 2007 Bonds are being issued pursuant to Resolution 07-17, adopted by the City Council of the City of Bradenton, Florida (the "City") on March 14, 2007 (the "Resolution") for the purpose of (i) financing all or a portion of the cost of the acquisition, construction and equipping of improvements to McKechnie Field for Major League Baseball's Pittsburgh Pirates and other spring training facilities related thereto located within the City, (ii) funding the Reserve Fund through the deposit therein of a Reserve Fund Insurance Policy, described herein, and (iii) paying the costs of issuance of the Series 2007 Bonds, including the premium for a municipal bond insurance policy.

The Series 2007 Bonds are subject to optional and mandatory redemption prior to maturity as described herein.

The principal and interest on the Series 2007 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such terms are defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Funds, to pay the principal of and interest on the Series 2007 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2007 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2007 BONDS" herein.

THE SERIES 2007 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY THE PLEDGED FUNDS AND BY AMOUNTS BUDGETED AND APPROPRIATED BY THE CITY FROM NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE RESOLUTION. NO HOLDER OF ANY SERIES 2007 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2007 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2007 BOND FROM ANY MONEYS OF THE CITY, EXCEPT FROM THE PLEDGED FUNDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION.

The scheduled payment of principal of and interest on the Series 2007 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2007 Bonds by Financial Security Assurance Inc. See "MUNICIPAL BOND INSURANCE" herein.



**MATURITIES, AMOUNTS, INTEREST RATES, YIELDS
AND INITIAL CUSIP NOS.**

\$9,790,000 Serial Bonds									
Maturity (September 1)	Amount	Interest Rate	Yield	Initial CUSIP No.	Maturity (September 1)	Amount	Interest Rate	Yield	Initial CUSIP No.
2008	\$335,000	4.000%	3.59%	104178DH8	2018	\$485,000	4.000%	4.020%	104178DT2
2009	345,000	3.500	3.60	104178DJ4	2019	505,000	4.000	4.090	104178DU9
2010	360,000	3.500	3.61	104178DK1	2020	525,000	4.000	4.170	104178DV7
2011	370,000	3.500	3.62	104178DL9	2021	545,000	4.125	4.220	104178DW5
2012	385,000	3.600	3.66	104178DM7	2022	570,000	4.125	4.260	104178DX3
2013	395,000	3.600	3.70	104178DN5	2023	595,000	4.125	4.300	104178DY1
2014	410,000	4.000	3.73	104178DP0	2024	615,000	4.125	4.330	104178DZ8
2015	430,000	4.000	3.78	104178DQ8	2025	640,000	4.250	4.360	104178EA2
2016	445,000	5.000	3.83	104178DR6	2026	670,000	4.250	4.390	104178EB0
2017	465,000	4.000	3.91	104178DS4	2027	700,000	4.250	4.400	104178EC8
\$3,965,000, 4.250% Term Bonds due September 1, 2032 - Yield 4.460% - Initial CUSIP No. 104178ED6									
\$4,890,000, 4.375% Term Bonds due September 1, 2037 - Yield 4.500% - Initial CUSIP No. 104178EE4									

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2007 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney, William R. Lisch, Esq., Bradenton, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Edwards Angell Palmer & Dodge LLP, West Palm Beach, Florida. RBC Dain Rauscher Inc., doing business under the name RBC Capital Markets, has served as financial advisor to the City with respect to the offering of the Series 2007 Bonds. It is expected that settlement for the Series 2007 Bonds will occur through the facilities of DTC in New York, New York, on or about April 5, 2007.

Banc of America Securities LLC

\$18,645,000.
CITY OF BRADENTON, FLORIDA
SPECIAL OBLIGATION REVENUE BONDS,
SERIES 2007

INTRODUCTORY STATEMENT

This Official Statement including the cover page and appendices, is provided by the City of Bradenton, Florida (the "City"), in order to set forth certain information regarding the City and the City's \$18,645,000 aggregate principal amount of Special Obligation Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), authorized by Resolution No. 07-17, adopted by the City Council (the "Council") on March 14, 2007 (the "Resolution"). This introduction is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement and should not be considered to be a complete statement of the facts material to making an informed investment decision.

The Series 2007 Bonds are being issued pursuant to the provisions of Chapter 166, Florida Statutes, the Charter of the City, the Resolution and other applicable provisions of law. The Series 2007 Bonds need not be approved by a vote of the electors of the City.

The Series 2007 Bonds are being issued for the purpose of (i) financing all or a portion of the cost of the acquisition, construction and equipping of improvements to McKechnie Field for Major League Baseball's Pittsburgh Pirates and other spring training facilities related thereto located within the City (the "Project"), (ii) funding the Reserve Fund through the deposit therein of a Reserve Fund Insurance Policy, described herein, and (iii) paying the costs of issuance of the Series 2007 Bonds, including the premium for a municipal bond insurance policy. See "THE PROJECT" herein.

The principal and interest on the Series 2007 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such terms are defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Revenues, to pay the principal of and interest on the Series 2007 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of

obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2007 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2007 BONDS" herein.

All capitalized terms used in this Official Statement not normally capitalized and not otherwise defined herein, shall have the same meaning as provided in the Resolution. The form of the Resolution is included in this Official Statement as APPENDIX C. The descriptions of the Series 2007 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City.

THE CITY

The City, incorporated in 1903, is located on the west coast of Florida, in Manatee County (the "County"), approximately forty miles south of Tampa on the southern reaches of Tampa Bay. The City encompasses 14.8 square miles and has a population of approximately 54,911. The City provides a full range of services including police, fire, planning and development, water, sewer, solid waste and recycling services, as well as providing cultural and recreational facilities. For additional information concerning the City, see "APPENDIX A - General Information Regarding the City of Bradenton and Manatee County, Florida" herein.

THE PROJECT

The Project consists of the acquisition, construction and equipping of improvements to McKechnie Field for Major League Baseball's Pittsburgh Pirates and other spring training facilities related thereto located within the City, including installation of field lighting and ingress/egress lighting for night games, renovation to the existing Pirate's clubhouse, construction of a new visitors clubhouse and press lounge, installation of fixed awnings to the bullpen, installation of water fountains, paving of a parking area, construction of a new office and dormitory building, reconstruction of an existing parking lot and increased capacity for such parking lot, renovation of "half-field," installation of artificial turf infield, construction of a fifth practice field, construction of public restroom and concession facility at practice fields, reconstruction of fire access lane, installation of chain link fencing and access gates for security,

installation of a 500 gallon above-ground fueling installation, and other miscellaneous improvements related to McKechnie Field and the Pirate City complex.

ESTIMATED SOURCES AND USES OF FUNDS

SOURCES OF FUNDS:

Par Amount of Series 2007 Bonds	\$18,645,000.00
Less: Net Original Issue Discount	<u>265,430.55</u>
TOTAL SOURCES:	<u>\$18,379,569.45</u>

USES OF FUNDS:

Deposit for Costs of Project	\$18,000,000.00
Underwriter's Discount	98,328.92
Costs of Issuance ⁽¹⁾	<u>281,240.53</u>
TOTAL USES:	<u>\$18,379,569.45</u>

(1) Includes, among other things, counsel fees, registrar and paying agent's fees, printing costs, municipal bond insurance premium and debt service reserve fund insurance policy premium.

DESCRIPTION OF THE SERIES 2007 BONDS

General

The Series 2007 Bonds are issuable only in the form of fully registered bonds in denominations of \$5,000 principal amount or any integral multiple thereof. The Series 2007 Bonds will be dated their date of delivery and will bear interest at the rates and will mature on the dates and in the amounts set forth on the cover page of this Official Statement. Interest on the Series 2007 Bonds is payable semiannually commencing on September 1, 2007 and each March 1 and September 1 thereafter (each an "Interest Date"). Principal of, redemption premium, if any, and interest on the Series 2007 Bonds will be payable in the manner described under "Book-Entry Only System" herein. The Series 2007 Bonds will be subject to redemption as described under "Optional Redemption" and "Mandatory Redemption" herein. U.S. Bank National Association, Jacksonville, Florida, will act as Paying Agent and Registrar for the Series 2007 Bonds.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2007 Bonds. The Series 2007 Bonds will be issued as fully-registered Series 2007 Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2007 Bond certificate will be issued

For the purposes of the Resolution, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. In addition, with respect to debt service on any Debt which is subject to a Qualified Hedge Agreement, interest on such Debt during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time. See "APPENDIX C - Form of Resolution" for definitions related to the capitalized terms used above.

GENERAL INFORMATION REGARDING THE PLEDGED REVENUES

The City has received certification from the State of Florida Office of Tourism, Trade, and Economic Development, that McKechnie Field qualifies as a "Facility for a Retained Spring Training Franchise" pursuant to Section 288.1162(5)(c)(2), Florida Statutes. This certification was made as of December 31, 2006, which results in the City receiving monthly payments of \$41,667, commencing in March 2007, until March 2037 (for a total of \$15,000,000 over 30 years). These amounts constitute "Retained Spring Training Franchise Sales Tax Revenues" under the Resolution which form a portion of the Pledged Funds. The Retained Spring Training Franchise Sales Tax Revenues are restricted for use in paying for the acquisition, construction, reconstruction, or renovation of a facility for a new spring training franchise, facility for a retained spring training franchise, or a facility for a retained spring training franchise or to pay or pledge for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect to, bonds issued for the acquisition, construction, reconstruction, or renovation of such facility or for the reimbursement of such costs or the refinancing of bonds issued for such purposes.

GENERAL INFORMATION REGARDING CERTAIN NON-AD VALOREM REVENUES

General

The City generally receives two primary sources of revenue. These are ad valorem tax revenues and non-ad valorem revenues. Ad valorem tax revenues may not

APPROVED 12/28/06

LEASE AND OPERATING AGREEMENT

BY AND BETWEEN

PITTSBURGH ASSOCIATES

AND

THE CITY OF BRADENTON

DATED AS OF DECEMBER 28, 2006

EXECUTED COPY

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LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (this "Lease") is made and entered into as of the 28th day of December, 2006 (the "Effective Date") by and between THE CITY OF BRADENTON, a municipal corporation of the State of Florida (the "City"), and PITTSBURGH ASSOCIATES, a Pennsylvania general partnership (the "Team").

RECITALS:

A. The City owns McKechnie Field (as defined below) and Pirate City (as defined below).

B. The Team owns and operates a major league professional baseball team known as the Pittsburgh Pirates and is affiliated with minor league professional baseball teams in various cities throughout the United States.

C. The Team has been using McKechnie Field and Pirate City pursuant to the Existing Lease (as defined herein).

D. The City and the Team desire to terminate the Existing Lease and to enter into this Lease so that the Team can continue to use McKechnie Field and Pirate City as a spring training site and for other purposes on the terms and conditions contained herein.

E. It is in the City's best interest to enter into this Lease because of the substantial revenues that will be earned by the City's residents and businesses from the sale of goods and services necessary to supply the personnel engaged in the activities of the Team, because of the substantial tourist business such activities will attract and because of the substantial publicity and goodwill that the City will receive in the cities whose baseball teams are training in the City.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and the Team covenant and agree as follows:

ARTICLE 1 LEASE

Section 1.1 Defined Terms.

In addition to other terms defined herein, the following terms, as used in this Lease, shall have the meaning set forth below:

"Advertising" shall mean, collectively, all advertising, sponsorship, and promotional activity, signage, designations (including "sponsoring rights" or similar designations and rights of exclusivity and priority), messages and displays of every kind and nature, whether now existing or developed in the future, including permanent, non-permanent, and transitory signage, or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures, or equipment (such as scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and

other forms of virtual signage; sponsor-identified projected images; advertising on or in schedules, admission tickets, and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by Concessionaire or personnel engaged in the operation of any Event; and logo, slogan or other forms of advertising affixed to or included with cups, hats, T-shirts; advertising of Concessions; advertising through Broadcast Rights; and other Concessions, promotional or premium items.

"Advertising Rights" shall mean the right to display, control, conduct, lease, permit, sell and enter into agreements regarding the display of all Advertising in the Complex.

"Affiliate" of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"Alterations" shall mean any alteration, addition, modification or improvement to the Complex that does not constitute Capital Repair Work.

"Appurtenant Property Rights" shall mean all air rights and easements necessary for the efficient operation of the Complex in a manner consistent with a first-class MLB spring training facility including any permanent easements for Utilities, parking, ingress, egress, air and light that benefit the Complex identified on Exhibit 1.

"Architect" shall mean Fawley Bryant Architects, Inc. or any other design professional designated by the parties to perform work in connection with this Lease.

"Broadcast Rights" shall mean the rights and other fees and arrangements relating to the production and distribution of the Events for commercial televisions, noncommercial televisions (by over-the-air, cable or otherwise), internet and other interactive media, and any other media hereinafter available whether or not within the current contemplation of the Parties, including direct sales of Advertising by the Team, radio broadcast or any other media fees and revenues, and any income attributable to such broadcasts (whether in or out of the local market).

"Capital Reserve Fund" shall mean the account established, pursuant to the terms of Section 7.3 hereof for the purpose of funding Capital Repair Work.

"Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Complex that are reasonably necessary to keep the facilities and amenities of the Complex in good repair and sound condition and the cost of which may properly be capitalized under GAAP as a capital expenditure; (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation and the structural integrity of the Complex, and preserve its usefulness for the purposes for which it is being leased hereunder; and (c) repairs or replacements with an estimated cost in excess of \$100,000 subject to annual CPI increases;

"Capital Repair Plans" shall mean the drawings and specifications and other documents that clearly delineate the work to be performed in completing Capital Repair Work.

"City" shall mean the City of Bradenton, Florida.

"City Event" shall mean an event at the Complex that (a) is sponsored by the City or any entity other than the Team and (b) is scheduled with the approval of the Team in accordance with Section 4.4 hereof.

"City Event Specific Concessions" shall have the meaning set forth in Section 6.10(b) hereof.

"City Indemnified Persons" shall mean the City and its board members, officers, employees and agents.

"Claim" shall mean any claim, demand or dispute between the Parties relating to this Lease.

"Commencement Date" shall mean the date of substantial completion, upon which the work related to the construction of the Complex is essentially and satisfactorily complete in accordance with the Final Design and related documents, such that the Complex is ready for opening to the general public and full occupancy or use by the Team. A minor amount of work, as determined by and at the discretion of the Team, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of substantial completion. In no event shall substantial completion be deemed to have occurred unless such certificates required by all Laws for opening of the Complex to the general public have been issued to the Team.

"Communication System" shall mean the internal broadcasting system at the Complex, including public address system, scoreboards, game clocks, televisions, matrix boards, loudspeaker systems, public address systems, timers, clocks, message centers (including electronic message boards), video screens, signs, marquees and any other facilities within the Complex designed to communicate with spectators at Events (and all control rooms and equipment rooms for the same).

"Complex" shall mean McKechnie Field and Pirate City.

"Concessionaire" shall have the meaning set forth in Section 6.10(a) hereof.

"Concession Operations" shall mean the exercise and operation of all Concession Rights at the Complex.

"Concession Rights" shall mean, collectively, the right to sell, display, distribute and store Concessions and to conduct catering and banquet sales and service (including catering service with respect to Suites, private clubs and party areas).

"Concessions" shall mean all food and beverages, novelties and merchandise, or other such products sold by the designated Concessionaire at the Complex.

"Contractor" shall mean NDC Construction Company or any other Contractor designated by the parties to perform services in connection with this Lease.

"County" shall mean the County of Manatee, State of Florida.

"CPI Increases" shall mean increases, calculated from January 1 of the calendar year in which the Commencement Date occurs to such date as may be relevant, in the index known as the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, United States City Average, All items (1982-84=100) (the "CPI") or the successor index that most closely approximates the CPI as agreed to by the City and the Team.

"Damages" shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"Development Agreement" shall mean that certain Development Agreement between the Team and the City of even date herewith.

"Emergency Repairs" shall mean any repairs, maintenance, modifications or improvements, which, if not immediately made, would endanger the health and safety of the people working in or attending an Event in the Complex, would cause imminent damage to any significant component of the Complex, or would render the Complex, or any material portion of its mechanical, electrical or plumbing systems or other significant component thereof, unusable for previously scheduled Events.

"Event" shall mean City Events and Team Events at the Complex.

"Event of Default" shall have the meaning set forth in Article 10 hereof.

"Existing Lease" shall mean that certain Amended and Restated Agreement and Lease, by and between the City and the Team, dated August 14, 1991, together with the amendments dated February 3, 1992, June 23, 1992, and May 14, 1998, and any other amendments or supplements thereto executed by the Parties prior to the Effective Date.

"Expiration Date" shall mean the date that is the last day of the Initial Term.

"Extension Terms" shall mean any extension terms beyond the Initial Term as provided in Section 2.3 hereof.

"Final Design" shall mean the design of the Complex reflected in Construction Drawings and Specifications, as defined in the Development Agreement.

"Force Majeure" shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action, material shortages, work stoppages (including any strike, boycott, labor dispute or other work stoppage) or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes

such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

"GAAP" shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be in general use (such as GASB) by significant segments of the accounting profession, which are applicable to the circumstance as of the date of determination.

"Government Securities" shall mean (a) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America for the full and timely payments thereof; (b) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which had been or may hereafter be created by or pursuant to an act of Congress of the United States as an agency or instrumentality thereof, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America as to full and timely payment of the principal of and interest thereon; and (c) any certificates or other evidences of a direct ownership interest in obligations of the character described in clauses (a) and (b) hereof or in consisting solely of the principal thereof or solely of the interest thereon, which certificates or other evidences are maintained in the records of the Federal Reserve and are held by a custodian, provided that Government Securities shall not include any unit investment trusts, money market mutual funds, or other mutual funds.

"Governmental Authority" shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

"Hazardous Materials" shall mean any hazardous substance, pollutant or contaminant as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§ 9601 et seq.), or the regulations promulgated thereunder; (b) any hazardous waste or hazardous substance as defined or regulated by applicable state or local statutes, laws, ordinances, rules or regulations; (c) any substance containing petroleum, as that term is defined in section 9001(8) of the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6991(8)) or in 40 C.F.R. § 280.1; or (d) any other substance for which any governmental entity with jurisdiction over the Complex requires special handling in its storage, treatment or disposal.

"Initial Term" shall mean the time period beginning on the Commencement Date and ending on October 31 of the year in which the thirtieth (30th) full Season following the Commencement Date is concluded.

"Laws" any law, statute, code, ordinance, rule, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

"Lease" shall mean this Lease and Operating Agreement by and between the City and the Team.

"Lease Term" shall mean the Initial Term and the Extension Terms, if any.

"Lease Year" shall mean each period of twelve (12) months occurring during the Lease Term, beginning on the Commencement Date; provided, that if the Commencement Date is January 1, then the first Lease Year shall be the partial calendar year from the Commencement Date to November 1st and all subsequent Lease Years shall commence on the first day of January.

"Legal Requirements" shall mean all present and future Laws (including environmental Laws) applicable to the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Complex.

"Major League Baseball" or "MLB" shall mean, collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League Baseball clubs, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional baseball in a manner comparable to Major League Baseball.

"Manage" or "Management" shall mean manage, coordinate, control, operate and supervise the conduct and operation of the ordinary and usual business and affairs pertaining to or necessary for the proper operation, maintenance and management of the Complex, all in accordance with the terms and provisions of this Lease.

"City's Suite" shall mean that Suite, identified in the Final Design, that shall be licensed to the City for access and use by the City for all Events and City functions and business.

"McKechnie Field" shall mean the baseball complex located at 1601 9th Street West, Bradenton, Florida, commonly known as McKechnie Field, including the land, the stadium and grandstands, press box, Concessions, the baseball playing field, batting cages, the clubhouses and locker room facilities, offices, restroom facilities, parking areas, roads, walkways, all fixtures and nonmoveable equipment affixed thereto or located thereat, all as set forth in the Final Design, and any improvements made to the foregoing from time to time pursuant to this Agreement or otherwise.

"MLB Rules and Regulations" shall mean, collectively, the Major League Agreement, the Major League Constitution, the Major League Rules, and any other rules, guidelines, regulations or requirements of the Office of the Commissioner of Baseball, the Commissioner, Major League Baseball Enterprises, Inc., Major League Baseball Properties, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing that are generally applicable to MLB clubs, as applicable, all as the same now exist or may be amended or adopted in the future.

"Naming Rights" shall mean the sole and exclusive right to grant the privilege to, or to sell to, any third party or parties the right to name and rename all, or separately name and rename any portions, of the Complex (and to retain the proceeds therefrom).

"Operating Expenses" shall mean all necessary expenses incurred by the Team in connection with the Management of the Complex and the performance of its duties hereunder,

including Utility costs, (excluding reclaimed water), insurance costs and, to the extent applicable, Real and Personal Property Taxes and costs of Routine Maintenance.

"Parties" shall mean the City and the Team.

"Permits" shall mean any permit, license or approval to be issued by any Person, including required permits for the operation of the Complex or for the installation, alteration or repair of any improvements related in any manner to the Complex.

"Permitted Encumbrances" shall mean easements and other similar matters of record that are listed in Exhibit 4 hereto.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

"Pirate City" shall mean the baseball facilities located at 27th Street East and 18th Street East, Bradenton, Florida, commonly known as the Pirate City Baseball Training Facility, adjacent to and including the dormitory, which facilities include four baseball playing fields with fencing, a half field, a combination field maintenance building and observation tower, a clubhouse and locker room facilities, all-purpose room, related facilities and any improvements made to the foregoing from time to time pursuant to this Agreement or otherwise.

"Prime Rate" shall mean that rate of interest published from time to time in the Money Rates column of The Wall Street Journal as the "Prime Rate" or "Prime Interest Rate."

"Real and Personal Property Taxes" shall mean all real estate taxes, personal property taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, of any kind or nature, lawfully levied or assessed by federal, state, County or municipal government, upon or with respect to the Complex and any and all other improvements hereafter constituting a part of the Complex, any tax on the Team's rights hereunder in the nature of a leasehold tax, or any taxes in lieu thereof.

"Restoration Fund" shall mean such fund as the Team shall establish to hold and disburse insurance proceeds.

"Routine Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Complex in good order and repair that is of a routine, regular and predictable nature, and (b) keep the Complex clean and free of debris. Routine Maintenance shall not include Capital Repair Work. Routine Maintenance shall include the following:

- (1) performing all preventative or routine maintenance that is stipulated in operating manuals for the equipment as regular, periodic maintenance procedures;

- (2) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing of air filters;

(3) groundskeeping and maintenance of the surface of the field, including mowing, seeding, fertilizing, marking lines, installing and removing bases and the pitcher's mound and minor repatching of sod;

(4) changing of standard, isolated light bulbs, fuses and circuit-breakers as they burn out;

(5) cleaning all portions of the Complex immediately after each Event;

(6) touch-up painting; and

(7) readying the playing field each Lease Year for the upcoming Season.

"Site Plan" shall mean the site plan attached hereto as Exhibit 2.

"Suite Revenues" shall mean all revenue generated by the subleasing or sublicensing of the Suites.

"Suites" shall mean the private suites at McKechnie Field identified in the Final Design.

"Team Agents" shall mean the Team's subtenants, invitees, licensees, Concessionaire, partners, members, shareholders, directors, governors, officers, employees and agents, and their respective successors and assigns.

"Team Event" shall mean all events at the Complex scheduled by the Team, including MLB exhibition games, public assemblies, the holding of athletic contests and exhibitions, sporting events and tournaments, conventions, musical and dramatic performances and other business, social, cultural, scientific and recreational events, as is an appropriate use of the Complex in the sound judgment of the Team.

"Team Indemnified Persons" shall mean the Team and its partners, members, shareholders, directors, governors, officers, employees and agents.

"Utilities" shall mean heat, water and sewer, gas, electricity, telephone, cable communications and other Utilities serving the Complex.

Section 1.2 Construction of Terms.

As the context of this Lease may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof, is used herein, it shall mean "including, without limitation" and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or".

ARTICLE 2
TERM

Section 2.1 Grant.

Subject to the terms, conditions and provisions of this Lease, the City hereby leases to the Team, and the Team hereby leases from the City, the entire Complex. The Team shall have sole and exclusive possession of the Complex, subject to the right of the City to enter thereon pursuant to this Lease. The Team is hereby granted full use of all Appurtenant Property Rights, subject to the terms and conditions thereof.

Section 2.2 Lease Term.

The Initial Term shall continue through the Expiration Date, unless extended pursuant to Section 2.3 hereof or otherwise terminated in accordance with the provisions of this Lease. When the Commencement Date is established, the Parties shall execute and deliver an "Acknowledgment of Commencement Date" in the form attached to this Lease as Exhibit 3.

Section 2.3 Extension Terms.

Provided that no Event of Default by the Team shall have occurred and be continuing under this Lease, the Team shall have the right to extend the term of this Lease for up to two (2) additional and consecutive renewal periods of five (5) years each (if exercised, each five year period being referred to as an "Extension Term"). To extend the term of this Lease for an Extension Term, the Team must give written notice to the City not later than twelve (12) months prior to the expiration of the Initial Term or each Extension Term, as the case may be (the "Extension Date(s)"). If the Team fails to properly provide such notice on or before the Extension Date then, at the end of the Initial Term or the applicable Extension Term, as the case may be, this Lease shall expire. The City may, after receipt of notice from the Team of its desire to extend the Term of this Lease, decline to extend the Term if it provides notice to the Team within thirty (30) days after receipt of the Team's request that it is declining the request. Any Renewal Term shall follow the same terms and conditions as set forth herein for the Initial Term.

ARTICLE 3
FINANCIAL MATTERS

Section 3.1 Rent.

During the Initial Term, the Team shall not pay rent, but shall be responsible for Routine Maintenance and Operating Expenses as set forth in this Lease.

Section 3.2 Real Estate and Personal Property Tax.

The parties acknowledge that the complex is not exempt from real property ad valorem taxes. The City shall be responsible for payment of all real property ad valorem taxes and any personal property ad valorem taxes levied on personal property owned by it. The parties agree that the Team shall assist, when reasonably possible, the City in any efforts that the City may take to reduce or eliminate real property ad valorem taxes on the complex including supporting

the passage of legislation or transfer of title, provided any such legislation or transfer of title does not effect either parties' rights or responsibilities nor shall the Team be required to expend any funds in assisting the City.

ARTICLE 4 USE AND OWNERSHIP OF PREMISES

Section 4.1 Suitability for Use.

Acceptance by the Team of the Complex shall, for all purposes of this Lease, establish that the Complex is in all respects fit for their intended purpose and suitable for use as of the Commencement Date.

Section 4.2 Team's Permitted Uses.

Acceptance by the Team of the Complex shall, for all purposes of this Lease, establish that the Complex is in all respects fit for its intended purpose and suitable for use as of the Commencement Date. Subject to the City's right to engage in and conduct City Events, the Team shall have the exclusive right to use, occupy and operate the Complex for any lawful purpose, including the spring training games, holding of athletic contests and exhibitions, sporting events and tournaments, winter instruction league, summer rookie league, storage of personal property, conventions, musical and dramatic performances and other business, social cultural, scientific and recreational events, as is an appropriate use of the Complex in the sole discretion of the Team.

Section 4.3 Ownership of Project.

The City shall own the Complex. All other fixtures, furnishings and equipment that are paid for by the Team shall be owned by the Team.

Section 4.4 City Events.

(a) Scheduling. City Events shall only be scheduled on dates approved by the Team in its sole discretion and the City shall provide not less than sixty (60) days' written notice to the Team of dates on which it desires to schedule City Events. Such notice shall include the date, time and length of the event and a general description of the event. The City Event shall have use of such areas within the Complex as are reasonably necessary for the event and on such terms and conditions as apply to other similar uses of the Complex. City Events may not be scheduled on dates previously scheduled by the Team, and City Events shall be moved to another date upon not less than ten (10) days' prior written notice of the Team if the Complex is required for a Team Event or such shorter notice due to re-scheduling an MLB exhibition game due to weather. MLB exhibition games shall have absolute priority for use of the Complex. No City Event shall be permitted that will, in the reasonable judgment of the Team, result in damage to, or unreasonable use of the Complex, including the playing surface of the McKechnie Field. In determining whether to cancel any City Event, the Team shall consider (i) the intensity of the proposed use with respect to its potential adverse impact on the playing surface of the Complex and (ii) the timing of such City Event with respect to the date of the next MLB exhibition game.

(b) Fees. The Team shall not charge the City any rental or other fee for use of the Complex for an City Event, but the City shall reimburse the Team for the costs incurred by the Team to perform (i) Routine Maintenance and (ii) repairs of damage to the Complex not covered by insurance required by this Lease to be maintained by the Team and attributable to the use of the Complex for each City Event. Payments due to the Team for the foregoing expenses shall be made within thirty (30) days after submission of an invoice by the Team to the City stating in detail such expenses. The City shall comply with the rules and regulations developed by Team with respect to the Complex and shall carry, and provide to the Team evidence of, liability insurance naming the Team as an additional insured with respect to any such City Event with coverages and limits as are appropriate for the event in question but in no event less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

(c) Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Complex as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to the Pirates and (ii) the City will immediately restore any resulting damage to the playing fields or any other element of the leased premises caused as a result of the Disaster Staging Use. The City shall not be responsible to the Pirates for any loss of revenue or consequential damages resulting from the Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the complex to the Pirates immediately following the end of the disaster.

Section 4.5 Assignment of Warranties.

The Team shall have the benefit of all warranties relating to construction and renovation, and to fixtures, machinery and equipment installed in the Complex that are made and delivered by either (a) the Person or Persons constructing and renovating the Complex or (b) any manufacturer of any fixtures, machinery or equipment, and the City hereby assigns and transfers, to the fullest extent assignable and transferable to the Team, during the Lease Term, all of its right, title and interest in and to all such warranties. If not assigned, then the City shall cooperate with the Team in the enforcing of such warranties.

Section 4.6 Parking.

The City shall provide, without charge, parking space at the Pirate City for the Team's players, the Team's staff, and other personnel and for all radio, television and press personnel. The City shall provide, without charge, parking space for a minimum of two buses at McKechnie Field. The City shall also provide for such uses parking spaces at McKechnie Field for spring training games, which spaces shall be located directly behind right field of McKechnie Field near the existing retention pond and shall be accessible from 17th Avenue West.

Section 4.7 Eminent Domain.

In the event of any taking or condemnation in the exercise of the power of eminent domain of all or a material portion of the Complex (materiality being determined by the effect on the Team's operation, use and enjoyment of the Complex), the Team shall have the option to terminate this Lease and shall be entitled to its proportionate share (as lessee hereunder) of any

award or compensation in respect of such taking or condemnation. The Team shall be entitled to assert claims that it might have against the condemning authority for relocation expenses, the value of fixtures and improvements affixed or made by the Team to the Complex and any other payments lawfully due to the Team.

ARTICLE 5 SURRENDER

Section 5.1 Surrender of the Complex.

(a) General. Upon the expiration or termination of this Lease (by lapse of time or otherwise), the Team shall peaceably deliver up and surrender the Complex to the City in good order and repair, normal ordinary wear and tear and damage by insured casualty excepted; provided, however, that nothing contained herein shall be construed as an obligation by the Team to repair the Complex prior to such surrender except to the extent that such obligations are specifically imposed upon the Team hereunder. The Team shall surrender to the City all keys for the Complex at the place then fixed for the receipt of notices by the City, and shall notify the City in writing of all combinations of locks, safes and vaults, if any. The Team's obligations to observe and perform the covenants set forth in this Section shall survive the expiration or earlier termination of this Lease (by lapse of time or otherwise).

(b) Team's Trade Fixtures. Upon the expiration or termination of this Lease (by lapse of time or otherwise), the Team may remove all fixtures, equipment and furniture that were paid for by the Team and, in such event, repair any damage caused to the Complex due to the removal of such property at the Team's expense. If the Team fails to remove such property within six (6) months after the expiration or earlier termination of the Lease, such property shall be deemed abandoned. The City may, at its option, (i) cause that property to be removed at no expense to the Team, (ii) sell all or any part of such property at public or private sale, without notice to the Team; or (iii) declare that title to such property shall be deemed to have passed to the City.

ARTICLE 6 OPERATIONS

Section 6.1 Team's Covenants.

(a) Operations. The Team shall have sole responsibility for the operation, direction, management and supervision of the Complex and its staff, subject, however, to the terms of this Lease and rights expressly reserved to the City hereunder. The Team shall have the exclusive right and shall be solely responsible for Management of the Complex. The Team shall have such Management rights and responsibilities and shall provide, perform and take, or cause to be provided, performed or taken, all such applicable Management services and actions customarily performed or taken by managers or operators of MLB spring training facilities and as are reasonably necessary or advisable to operate and maintain the Complex as a MLB spring training facility (based on its age and utility) in accordance with the terms and provisions of this Agreement.

(b) MLB Exhibition Games. The Team shall schedule and play no less than 10 MLB exhibition games at McKechnie Field during each Season, unless otherwise required by MLB Rules and Regulations.

(c) Maintenance and Repair. At all times during the Lease Term, the Team shall perform all Routine Maintenance and comply with all other obligations relating to the Management of the Complex as are required by this Lease. If the Team, in its sole discretion, decides to finance the cost of any replacement or renewal of equipment, machinery, furniture or furnishings at the Complex, then the City shall cooperate with the Team in all reasonable respects in the obtaining such financing and shall execute any documents or releases or renewals to have a valid first lien or security interest in such replacement or renewal; provided, however, that the Team shall be solely liable and shall promptly pay all amounts due under any financing arrangement and the City shall have no responsibility with respect thereto.

Section 6.2 City Covenants.

(a) Liquor Licenses. The City shall cooperate with the Team to obtain all liquor licenses that are reasonably requested by the Team for the Complex. These licenses are in addition to the number authorized by Law and shall be issued in the name of the Team.

Section 6.3 Team's Revenues.

The Team shall have the sole and exclusive right to receive and retain all revenues of every kind and description, except for City Events (less operating expenses incurred by the Team in connection with the Event) whether from means now existing or developed in the future, and whether or not in the current contemplation of the Parties, arising from or relating to the use, occupancy, operation or existence of and from the Complex, including revenue from the sale of admission tickets (net of any applicable taxes or impositions), Broadcast Rights, Advertising Rights, Advertising, Concessions, ticket operations, Communication System, Suite revenues, club seat revenues, seat licensing revenues, memberships, Complex tours, Naming Rights, retail areas, and the Team's revenues under any parking agreements.

Section 6.4 Naming Rights.

(a) Team's Rights. The Team shall have the sole and exclusive right to all Naming Rights for the Complex, provided that (i) the term during which any such name shall apply shall expire no later than the expiration of the Lease Term (whether on its scheduled termination date or by earlier exercise of any termination rights in this Lease), (ii) the Team shall not permit any name to be given to the Complex or any portion thereof that would be in violation of any Law, and (iii) before agreeing to any Naming Rights Agreement to McKechnie Field that takes McKechnie Field out of the name, the Team shall give reasonable notice to the City and the City must consent to the change which consent shall not be unreasonably withheld. No name shall be used which is inconsistent with a wholesome public image for the Complex.

(b) City's Responsibilities. The City shall exclusively use the name(s) given to all or any part or parts of the Complex in accordance with the terms of this Section in all correspondence, communications, Advertising and promotion it or they may undertake with

respect to the Complex, including in connection with the promotion of City Events subsequent to receipt of written notice from the Team of the determination of such name.

Section 6.5 Advertising.

(a) Team's Rights to Advertising. The Team shall have the sole and exclusive right to exercise all Advertising Rights within the Complex and on the Communication Systems and to receive all revenues from all Advertising in, on, from or with respect to such areas and facilities for all Events. Notwithstanding the above, the Team agrees that the City will have a sign at McKechnie Field in its current or at an equivalent location as determined by Team. It is further agreed that City shall receive, at no cost, the radio spots and ad space in the Team's On-Deck publication equivalent to the Existing Lease.

(b) "Blocking" and "Insertion" Technology. To the extent that any City Event is broadcast or transmitted by any means of video, television, internet or similar technology, the license agreement shall provide that, during such broadcast or transmission of such City Event, the City shall prevent the use of any so called "blocking" technology (whereby any Advertising located in the Complex may be obscured, altered or replaced) or "insertion" or "virtual advertising" technology (whereby Advertising not actually present at the Complex shall be inserted into and as part of any broadcast or transmission) as part of any broadcast or transmission of a City Event.

Section 6.6 Broadcast Rights.

The Team shall have the sole and exclusive right to, and to authorize and license others to, exercise Broadcast Rights with respect to all Events and to retain all revenues derived therefrom. The City hereby grants to the Team (if and then only to the extent that the City has rights therein or thereto) an exclusive, royalty-free license, to include in any Broadcast Rights (or fixation thereof) exercised, with respect to any Event, any likeness, image, sound or such other item visible or available in the Complex from time to time.

Section 6.7 Communication System.

The Team shall have sole and exclusive control of and over the Communication System at the Complex and the sole and exclusive right to retain all revenues therefrom.

Section 6.8 Royalty Free License.

The City hereby grants to the Team an exclusive (subject to the rights of the City as specifically set forth in this Agreement), royalty free license to make any lawful use of the name, identity and image of all or part or parts of the Complex and immediately adjacent areas to the Complex and to retain all revenues therefrom.

Section 6.9 Suites, Club Seats, Personal Seat Licenses and Tickets.

(a) Team's Rights to Suites. Subject to Section 6.9(b) hereof, the Team shall have the sole and exclusive right to sublease or sublicense any or all of the Suites to third parties for all Events and to retain all revenues therefrom as the Team shall determine in return for the users'

payment of licensing or use fees, upon such written terms and conditions as are determined by the Team (provided that any such sublease or sublicense agreement shall not extend past the expiration of the Lease Term). Any subtenant or sublicensee of a Suite shall be obligated to obtain admission tickets to the Suites for all Events for which it wishes to use the Suite. All Suite Revenues shall be paid to and retained by the Team. As between the City and the Team, the Team shall have the sole and exclusive responsibility for marketing, leasing, operating, maintaining and performing Routine Maintenance on or to the Suites and the Suite equipment, furnishings and fixtures, and paying the costs of all Utilities used or consumed in connection with the use of the Suites; provided, however, that the Team may require its subtenants and sublicensees to pay all or any portion of the foregoing costs.

(b) City's Suite. Notwithstanding anything contained herein to the contrary, the Team shall furnish to the City, for no consideration or rent therefor, the City's Suite. The City shall be responsible to pay, with respect to the City's Suite, food, beverage, and other variable costs typically paid separately by suiteholders, and all maintenance, repair and cleaning costs associated with the City's Suite, and for Team Events (excluding MLB exhibition games), the costs of tickets for said Team Events, and shall hold the Team harmless to the same extent as other suiteholders for such other events or occurrences with respect to the City's Suite and the conduct of invitees to the City's Suite. The City agrees to execute and deliver to the Team a suite license agreement consistent with the foregoing.

(c) Club Seats. The Team shall have the sole and exclusive right to sell licenses for the use of club seats, charter seats or premium seating for all Events. All revenue generated by the licensing or rental of the club seats shall be paid to and retained by the Team.

(d) Tickets. The Team agrees to make available for purchase 4 tickets to the National League Championship Series and 4 tickets to the World Series in any season of this Lease in which Team participates in such post-season games.

Section 6.10 Operation of Concessions.

(a) Team's Rights. The Team shall have the sole and exclusive right and responsibility to exercise, and retain all revenues from the exercise of, Concession Rights and the sole and exclusive right and responsibility to manage the Concession Operations, including the right and responsibility to (i) from time to time select and contract with one or more Concessionaires or itself act as such Concessionaire (any such Person or tenant when so acting, being herein referred to as a "Concessionaire") to operate and be responsible for all Concession Operations; (ii) to administer any such Concession agreements, and to retain all associated revenue; (iii) determine the types, brands and marketing of all products sold within the Complex, and the prices to be charged for such items. Team will take into account any concerns expressed by City about local preferences so long as City gives Club reasonable notice of said concerns.; and (iv) determine the location of Concession Operations. Any Concession agreements entered into by the Team and any other Concessionaire shall be for such duration as the Team shall determine (but which, in the aggregate, will ensure Concession Operations during the Lease Term, but shall terminate not later than the termination of this Lease).

(b) City Events. Without limiting the exclusivity of the Team's rights under this Lease, the Concession agreements shall provide that the City shall have the right (using Concessionaire if the Team shall so require) to sell, display and distribute non-perishable hard and soft Concession items that are specifically and exclusively related to the particular City Event, and that are supplied to Concessionaire by or on behalf of the City, and that do not contain any Advertising or sponsor identification not consistent with the provisions of this Lease (collectively, "City Event Specific Concessions"). If the Team requires the use of Concessionaire with respect to the sale, display or distribution of the City Event Specific Concessions, Concessionaire shall have the right to determine in its reasonable judgment the appropriate number and locations of such Concession Operations. The City shall use or cause to be used on an exclusive basis (and the Team shall make available) Concessionaire for all such Concession Operations in the Complex during any City Event. Except with respect to the City Event Specific Concessions, the City shall in its Concession agreements, agree to comply with all provisions of the Concession agreements entered into by the Team, including any exclusivities or priorities of which the Team has provided the City with written notice.

Section 6.11 Utilities.

The Team shall be solely responsible for and promptly pay or cause to be paid all charges for the use and consumption of Utilities serving the Complex. The City shall assist the Team in obtaining the lowest rates available for such Utilities.

ARTICLE 7 REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.1 Team's Covenants.

At all times during the Lease Term, and subject to the provisions of this Article 7 relating to Capital Repair Work, the Team shall, at its sole cost and expense, keep and maintain the Complex in compliance with all Laws and MLB Rules and Regulations, and in good, clean, safe and sanitary condition and repair, and shall perform all Routine Maintenance and make all ordinary and necessary repairs and replacements required for day-to-day operations. All repairs and replacements shall utilize materials or component parts of substantially the same quality as those being repaired or replaced.

Section 7.2 Capital Repair Work.

Subject to the provisions of this Lease, all Capital Repair Work shall be performed by the Team, as required by and at the times and subject to the terms and provisions of this Article 7.

Section 7.3 Capital Reserve Fund.

(a) Establishment. The Capital Reserve Fund shall be held in a joint account with a national bank or other fiscal agent mutually agreeable to the Parties. All funds in the Capital Reserve Fund shall be invested in Government Securities. Investment income earned on the amounts in the Capital Reserve Fund shall be added to the principal of the Capital Reserve Fund and used as provided in this Lease.

(b) Deposits into the Capital Reserve Fund. On the Commencement Date, the City shall make an initial deposit into the Capital Reserve Fund of \$375,000 and an additional \$375,000 shall be deposited into the account within one year of the Commencement Date. The City shall also annually deposit into the Capital Reserve Fund One Hundred Twenty Five Thousand Dollars (\$125,000), subject to annual CPI Increases up to a maximum of 4-1/2%. This annual deposit shall be made no later than October 31st of each lease year. Notwithstanding anything to the contrary contained elsewhere in this Lease, any proceeds remaining unspent from the construction and renovation of the Complex after application of such proceeds in accordance with the Development Agreement shall also be deposited into the Capital Reserve Fund. Such unspent monies may be utilized at the discretion of the Team during a period of two (2) years following the Commencement Date to make any modifications, upgrades and enhancements to the Complex as may be desired by the Team.

(c) Payment for Capital Repair Work. The proceeds of the Capital Reserve Fund shall not be used for Routine Maintenance, but shall be used for the payment of Capital Repair Work as set forth herein. Subject to the terms of this Lease, the Team shall pay the cost of Capital Repair Work from the Capital Reserve Fund. To the extent that funds in the Capital Reserve Fund are not sufficient to pay for any Capital Repair Work, then the Parties shall negotiate in good faith an equitable allocation between the Parties of how such Capital Repair Work should be funded. In any event, the Team may, in its sole and absolute discretion, elect to pay for such shortfall. All withdrawals from the Capital Reserve Fund shall be disbursed by the City to Team pursuant to the procedures set forth in Exhibit 6 hereof.

Section 7.4 Performance of Capital Repair Work.

(a) Procedures. The Team shall notify the City of Capital Repair Work to be made to the Complex. If the City disagrees as to whether the proposed work qualifies as Capital Repair Work, it shall deliver written notice to the Team, which notice shall specify in-detail the reasons why the City asserts that the proposed work does not meet the definition of Capital Repair Work under this Lease. If the Parties are unable to resolve their disagreement, then the issue shall be resolved pursuant to Section 13.19 hereof. Until such Claim is resolved, the Team shall have the right to use the Capital Reserve Fund to pay for Capital Repair Work, but shall replenish any amounts withdrawn in accordance with the resolution of the Claim by settlement of the parties or pursuant to Section 13.19 hereof.

(b) Design and Construction Defects. The City and the Team shall jointly pursue recovery against the Persons responsible for the cost of repairs required in substantial part as a result of design defects and/or construction defects, whether or not covered by a warranty.

(c) Capital Repair Plans. Once the Team has identified Capital Repair Work, the Team shall select an architect or engineer, subject to any statutory requirements if applicable, to prepare any necessary Capital Repair Plans. The architect's fees and expenses and all other costs associated with preparing the Capital Repair Plans shall be paid out of the Capital Reserve Fund. The Team shall deliver copies of the Capital Repair Plans to the City. The City shall have seven (7) days in which to provide written notice to the Team of any reasonable objection to such Capital Repair Plans. If the City does not object to any Capital Repair Plans, the City shall be deemed to have given approval.

Section 7.5 Emergency Repairs.

Subject to the terms of this Section, Emergency Repairs shall be made by the Team. If such repair qualifies as a Capital Repair Work, the Capital Reserve Fund shall be an eligible funding source for such repairs.

Section 7.6 Title to Alterations and Capital Repair Work.

All Alterations and Capital Repair Work made to the Complex shall become a part of the Complex, shall be the property of the City, and shall remain upon and be surrendered with the Complex at the end of the Lease Term.

Section 7.7 Alterations.

(a) The Team, at its discretion and at its sole cost and expense, may make any Alterations that do not (i) materially affect the aesthetics, sightlines, structure or systems of the Complex or (ii) violate any Laws. The Team shall be responsible for the cost and expense of any such Alterations.

(b) All Alterations made by the Team shall, during the Lease Term, be considered the property of the Team; provided, however, that upon the termination or expiration of this Lease for any reason, such Alterations, unless personal property or trade fixtures of the Team, shall become part of the Complex.

Section 7.8 Liens.

The Team shall keep the Complex free from, and shall indemnify, defend and hold harmless the City with respect to, all liens filed in connection with work performed by contractors, subcontractors or suppliers under contract with the Team. If the City gives its consent to the making of any Alteration, such consent shall not be deemed to constitute the City's consent to subject its interest in the Complex to any lien which may be filed in connection therewith.

Section 7.9 Performance.

Any Alteration or Capital Repair Work made by or for the Team shall be completed (a) in a good, workmanlike, and prompt manner, using materials and equipment at least substantially equal in quality and class to the then-standards for the Complex established by the Team and the City, (b) by an experienced, reputable contractor, and (c) in compliance with Laws and any insurance requirements. The Team shall maintain copies of "as built" drawings relating to any Alterations or Capital Repair Work (or, as applicable, final working drawings thereof, if any) and copies of contracts, invoices, evidence of payment and all other records of any Alteration or Capital Repair Work and shall, within thirty (30) days after request by the City, furnish the City with copies of such records. Prior to the commencement of any work, the Team or the City, as the case may be, shall obtain and furnish copies to the other Party of all necessary governmental Permits and certificates for the commencement and performance of any such Alteration or Capital Repair Work, together with evidence of workers' compensation insurance of its contractors in statutory limits, "all risk" or "special form" builder's risk property insurance and

general liability insurance, with a completed operation endorsement, for any occurrence in or about the Complex (or such other insurance which is then commercially available to cover such risks), under which the City and the Team shall be named as an additional insureds and loss payees, in such limits as the City and the Team may reasonably require, with insurers reasonably satisfactory to each Party. Each Party shall be furnished with evidence that all required insurance is in effect at or before the commencement of any Alteration or Capital Repair Work and, on request, at reasonable intervals thereafter during the continuation of such work.

ARTICLE 8 INDEMNIFICATION

Section 8.1 Indemnification and Payment of Damages by Team.

(a) The Team shall indemnify, defend and hold harmless the City Indemnified Persons for, and shall pay to the City Indemnified Persons the amount of any Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the Team in this Lease or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Team to the City pursuant to this Lease; and

(ii) any breach by the Team of any covenant or obligation of the Team in this Lease.

(iii) Notwithstanding the foregoing, indemnification for any action lying in tort shall be limited to \$500,000.00 per person or \$1,000,000.00 for claims claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28, as may be amended from time to time, whichever is greater.

(b) If the Team fails to make any payment of any sums payable by the Team to the City Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

Section 8.2 Indemnification and Payment of Damages by City.

(a) The City shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the City in this Lease or in any schedule or exhibit attached hereto or any other certificate or document delivered by the City to the Team pursuant to this Lease; and

(ii) any breach by the City of any covenant or obligation of the City in this Lease.

(iii) Notwithstanding the foregoing the City's obligation to indemnify shall be limited to the sum of \$500,000.00 per person or \$1,000,000.00 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28 as may be amended from time to time which ever is greater. Nothing contained herein shall perate as a waiver of any sovereign immunity available to the City for any claims brought directly against the City by any thirty party.

(b) If the City fails to make any payment of any sums payable by the City to the Team Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

ARTICLE 9 INSURANCE; RESTORATION

Section 9.1 Maintenance of Insurance.

Throughout the Lease Term, the Team shall maintain, the following insurance (with customary sublimits and deductibles): (i) "all risk" or "special form" commercial property insurance covering the Complex to a limit of not less than the replacement cost thereof (with the Team and the City as the named insureds thereunder); and (ii) commercial general liability insurance and liquor liability insurance, including a contractual liability endorsement and personal injury liability endorsement in respect of the Complex and conduct and operation of business therein. The Team shall be responsible for any deductible sums due and payable under any insurance required to be maintained under this Lease. The Team shall name the City as an "additional insured" on all commercial general liability policies. Such insurance shall provide coverage against all claims against the Team and the City for bodily injury (including death) and property damage resulting directly or indirectly from the control and operation of the Complex by the Team, and any act, omission or activities of the Team, its officers, employees or agents, in connection with the Complex, with a company or companies licensed to do business in the State of Florida and with a rating by Best's Insurance Reports or any successor publication of comparable standing of A / VII or better. Such commercial general liability insurance shall initially be in minimum amounts of Ten Million Dollars (\$10,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) annual aggregate, which can be obtained by any combination of primary and excess coverages. Certificates of insurance shall be delivered by the Team to the City on or before the Commencement Date and annually thereafter. The Team shall cause each such policy to contain an endorsement prohibiting cancellation or reduction of coverage without first giving the City at least thirty (30) days' prior written notice of such proposed action. The amounts of coverage required under this Section shall be reviewed by the Parties periodically, not less often than every four (4) years, and shall be increased following such review to amounts determined by the Parties to be commercially reasonable.

Section 9.2 Failure to Maintain Insurance.

If the Team fails or refuses to procure or maintain the insurance required by this Lease or to comply with any reasonable loss control measure recommended by any insurer, after notice to

the Team, the City shall have the right, at its election, to procure and maintain such insurance or to perform any loss control recommendation, in which event, any reasonable premium paid by the City on behalf of the Team or cost to comply with loss control recommendations shall be due and payable by the Team to the City on the first day of the month following the date on which such premium or cost was paid. The City shall give the Team notice of such payment within ten (10) days of such payment stating the amount of such payment.

Section 9.3 Waiver of Recovery.

Notwithstanding any provision of this Lease to the contrary, neither the Team nor the City shall be liable to the other Party or to any insurance company (by way of subrogation or otherwise), insuring the other Parties for any loss or damage to property, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of any such Party, its agents or employees, if and to the extent any such loss or damage is covered or is required to be covered by insurance benefiting the Party suffering such loss or damage, and each Party shall pay its own deductible amount with respect to any insurance it is required to carry.

Section 9.4 Restoration.

(a) All insurance proceeds payable with respect to any casualty to the Complex where the proceeds payable are less than One Million Dollars (\$1,000,000), as such sum may be increased during the Lease Term, based upon annual CPI Increases, shall be disbursed directly to the Team, and the Team shall promptly restore the Complex to a condition comparable to that previously existing, subject to such plans and specifications, and pursuant to such contracts, as are approved by the City in the manner applicable to Alterations under this Lease.

(b) All other proceeds of property insurance payable for replacement, restoration or repair of the damaged portions of the Complex under the policies required hereunder shall be deposited in the Restoration Fund and invested in Government Securities. The interest or income received on all deposits or investments of any moneys in the Restoration Fund shall be added to the Restoration Fund. Restoration shall be performed by the Team and payment from the Restoration Fund shall be in accordance with the following conditions:

(i) there shall be paid to the Team from such insurance proceeds such part thereof as shall equal the cost of making such temporary repairs or doing such other work as in the reasonable opinion of an architect (selected by the Team) may be necessary in order to protect the Complex pending the adjustment of the insurance loss;

(ii) there shall be paid to the Team from such insurance proceeds such part thereof as shall equal the cost of repairing, restoring or reconstructing the Complex or of any part thereof or of erecting a new building or structure or improvement or part thereof so that upon completion of such repairs, restoration, reconstruction, or erection of the building or structure or improvement shall be equal to the value of the replacement value of the building or structure or improvement;

(iii) payments pursuant to the paragraphs (i) or (ii) of this Subsection 9.2(b)(iii) from such insurance proceeds shall be made by the Team from the Restoration Fund from time to time as the work progresses in amounts equal to the cost

of labor and materials incorporated into and used in such work and builders', architects' and engineers' fees and other charges in connection with such work upon delivery to the Team of a certificate of the architect or engineer in charge of such work certifying that the work has been performed in accordance with the applicable contract documents and that such amounts are then due and owing under the applicable contract.

(c) Any deductibles paid (not to exceed \$50,000, subject to CPI Increases) by the Team under this Section 9.2 shall be reimbursed out of the Capital Reserve Fund.

(d) In the event that any of the insurance proceeds paid by the insurance companies shall remain after the completion of such repairs, restoration, reconstruction or erection, and after payment to the Team of any business interruption or other business loss that it is entitled to be compensated for under the applicable policies, the excess shall be deposited in the Capital Reserve Fund.

(e) In the event that the insurance proceeds paid, as hereinabove provided, together with the funds available in the Capital Reserve Fund are insufficient for making such permanent repairs, restoration or reconstruction or erection and no Party is willing to provide the additional funds needed therefor, the City or the Team shall notify the other Party of such determination in writing and thereupon this Lease shall cease and terminate. In such case, after payment under the applicable policies to the Team for any entitled compensation for business interruption, other business loss or damaged furniture, fixtures and equipment paid for by the Team, then the total insurance proceeds paid shall be paid to the City.

ARTICLE 10 DEFAULT AND REMEDIES

Section 10.1 Events of Default.

Each of the following shall constitute an "Event of Default" under this Lease:

(a) Team Event of Default.

(i) The Team's failure to perform or observe any covenant or condition of this Lease, which failure shall continue for thirty (30) days after receipt of written notice to the Team by the City identifying with particularity the failure or violation; provided that, so long as such failure is of a non-monetary nature susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default if the Team promptly advises the City of the Team's intention to duly institute all steps necessary to cure such default and the Team promptly commences cure of such failure, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the Team herein shall prove to have been incorrect when made, in any material respect.

(b) City Event of Default.

(i) The City's failure to fund the Capital Reserve Fund in the amounts required by this Lease, or the City's failure to perform or observe any other covenant or condition of this Lease, which failure shall continue for thirty (30) days after receipt of written notice to the City by the Team identifying with particularity the failure; provided that, so long as such failure or violation is of a non-monetary nature susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default if the City promptly advises the Team of the City's intention to duly institute all steps necessary to cure such default and the City promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the City herein shall prove to have been incorrect when made, in any material respect.

Section 10.2 Injunctive Relief; Specific Performance.

The Parties acknowledge that the rights conveyed by this Lease and the covenants of the Parties are of a unique and special nature, and that any violation of this Lease shall result in immediate and irreparable harm to the Team, the City or the City, as the case may be, and that in the event of any actual or threatened breach or violation of any of the provisions of this Lease, the affected Party shall be entitled as a matter of right to an injunction or a decree of specific performance from any equity court of competent jurisdiction. Each Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 10.3 Remedies Cumulative; Waiver.

All rights and remedies set forth in this Lease are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Lease except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 10.4 Waiver of Consequential, Special and Punitive Damages.

Notwithstanding anything in this Lease to the contrary, the Team and the City waive against each other and their respective Affiliates any claims or causes of action for consequential, special and punitive damages or losses (including loss of use or anticipated profits) that either Party may suffer as a result of the breach or other default of this Agreement by

the other Party. This mutual waiver is applicable, without limitation, to all consequential, special and punitive damages due to either Party's termination of this Agreement.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

Section 11.1 Representations and Warranties of City.

The City hereby represents and warrants to the Team the following as of the date of execution of this Lease:

(a) Organization. The City is a political subdivision, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

(b) Authorization, Validity and Enforceability. The City has all requisite power and authority to enter into this Lease and to carry out the actions contemplated hereby. The execution, delivery, and performance of all obligations of the City under this Lease have been duly authorized and approved by all necessary City action. This Lease, when executed, shall constitute the valid and legally binding obligations of the City, enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance of this Lease shall not result in a violation of, in any material respect, of any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the City is a party, or by which the City or its assets may be bound or affected.

(d) No Violation of Laws. The City has complied in all material respects with all Legal Requirements, and the City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect related to the transactions contemplated in and by this Lease.

(e) Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the City, threatened against or that affects the City seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Lease and the performance of the transactions contemplated herein or that might materially and adversely affect the use and operation of the Complex as contemplated in and by this Lease or the performance of the City hereunder.

(f) Site Possession and Title. The City holds good and marketable title to the Complex and the Appurtenant Property Rights, free and clear of all liens and encumbrances other than the Permitted Encumbrances. If any Title Defect shall materially diminish, impair or disturb the rights of the Team under this Lease, as determined by the Team in its reasonable judgment, the City shall take all reasonable actions, at its sole cost and expense, to promptly eliminate such Title Defect. The Team acknowledges that a Permitted Encumbrance shall not constitute a Title Defect. Except as expressly permitted under this Lease and except for Permitted Encumbrances, the City shall not create any lien, encumbrance, easement, license,

right-of-way, covenant, condition or restriction that would encumber the Complex and materially diminish, impair or disturb the rights of the Team under this Lease.

(g) Environmental Matters. The City has not stored, handled, treated or disposed of, nor has it allowed or arranged for any third parties to store, handle, treat or dispose of, on or about the Complex, Hazardous Materials that could result in any liability or obligation to the Team or that could result in any injury or disease to users of the Complex, including the Team and spectators; nor is the City aware of any release (as such term is defined in CERCLA, as defined below) of any Hazardous Materials on, beneath or adjacent to the Complex that could result in any such liabilities, obligations, injuries or disease.

(h) Legal Opinion of City's Counsel. The City agrees to deliver to the Team, upon the commencement date of this Lease, a legal opinion from the law firm of William R. Lisch, PA, stating that:

(i) The City has all requisite power and authority to enter into, execute and deliver this Lease, and the execution, delivery and performance by the City has been duly authorized by all necessary action of the City; and

(ii) This Lease constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

Section 11.2 Representations and Warranties of Team.

The Team hereby represents and warrants to the City the following as of the date of execution of this Lease:

(a) Organization. The Team is a general partnership duly organized, validly existing and in good standing under the Laws of State of Pennsylvania.

(b) Authorization, Validity and Enforceability. The Team has all requisite power and authority to enter into this Lease and to carry out the actions contemplated hereby. The execution, delivery and performance of all obligations of the Team under this Lease have been duly authorized and approved by all necessary Team action. All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Lease has been taken. All consents and approvals of any Person required in connection with the execution of this Lease has been obtained. This Lease, when executed, shall constitute the valid and legally binding obligations of the Team enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance of this Lease shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected nor shall the execution, delivery and performance of this Lease results in the breach of or constitute a default under any agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

(d) No Violations of Laws. The Team has not received written notice as of the date of execution of this Lease asserting any noncompliance in any material respect by the Team with Legal Requirements, and the Team is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Lease.

(e) Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the Team, threatened against or which affects the Team seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Lease and the performance of the transactions contemplated herein or that might materially and adversely affect the use and operation of the Complex as contemplated in and by this Lease or the performance of the Team hereunder.

(f) Legal Opinion of Team. The Team agrees to deliver to the City, upon the commencement date of this Lease, a legal opinion from the law firm of Reed Smith, stating that:

(i) The Team has been duly formed and is validly existing under the laws of the State of Pennsylvania;

(ii) The Team has all requisite power and authority to enter into, execute and deliver this Lease, and the execution, delivery and performance by the Team has been duly authorized by all necessary action of the Team; and

(iii) This Lease constitutes the legal, valid and binding obligation of the Team enforceable against the Team in accordance with its terms.

ARTICLE 12 TERMINATION OF EXISTING LEASE

As of the Commencement Date, the Existing Lease shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and conditions of this Lease. The Parties agree to execute and record in the local land records any releases to evidence of record the foregoing termination. From and after the Commencement Date, this Lease shall govern the rights and responsibilities of each Party with respect to the Complex and any other subject matter contained in this Lease.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Recording of the Lease.

This Lease shall not be recorded, but at the request of either the City or the Team, the Parties shall promptly execute, acknowledge and deliver to each other a memorandum of lease in the form of Exhibit 5 sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

Section 13.2 Additional Documents and Approval.

(a) The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Lease. Furthermore, the City shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

(b) The City and the Team further covenant and agree to cooperate and assist each other in the creation, establishment, granting or conveying, either by easement, declaration, license or any other instrument or agreements (whether recorded or unrecorded) as either Party may deem necessary or reasonably advisable (and subject to the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed) to provide for the continued and uninterrupted use of Utilities, ingress/egress and other easements necessary for the operation of the Complex.

Section 13.3 Good Faith.

In exercising its rights and fulfilling its obligations under this Lease, each of the Parties shall act in good faith. Notwithstanding the foregoing, each Party acknowledges that in each instance under this Lease where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

Section 13.4 Form of Notices; Addresses.

All notices, requests, consents or other communications required under this Lease shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, telefax or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section):

To the Team: Pittsburgh Associates
PNC Park at North Shore
115 Federal Street
Pittsburgh, PA 15212
Attention: Vice President and General Counsel
Fax: 412-325-4948

With a Copy to: Pirate City Baseball Training Facility
1801 27th Street East
Bradenton, FL 33505
Attention: Director of Florida Operations
Fax: (941) 747-9549

To the City: City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attention: Mayor
Fax: (941) 932-9458

With a Copy to: William R. Lisch, PA
519 13th Street West
Bradenton, Florida 34205
Fax: (941) 748-6588

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service, or, if sent by United States registered or certified mail, or fax transmission, then one (1) day after its delivery to the address of the respective Party, as provided in this Article, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) days (e.g., requests for consent when the Person whose consent is sought has one (1) day to respond in the granting or denying of such consent), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 13.5 Force Majeure.

The nonoccurrence of any condition under this Lease shall not give rise to any right otherwise provided in this Lease when such failure or non-occurrence is due to the occurrence of a Force Majeure condition and without the fault of the Party claiming an extension of time to perform. An extension of time for such cause, if any, shall be limited to the period of delay due

to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Lease also may be extended as mutually agreed upon in writing by the City and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Lease.

Section 13.6 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

Section 13.7 Time is of the Essence.

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Lease.

Section 13.8 Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Lease are hereby incorporated into this Lease by such reference and are deemed to be an integral part of this Lease.

Section 13.9 Entire Agreement.

This Lease contains the sole and entire agreement between the Parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

Section 13.10 Amendment.

No amendment, modification or termination of this Lease shall be valid unless in writing and duly executed by the Party affected by the amendment, modification or termination. The Parties acknowledge that the Team may be required to obtain the consent of MLB in connection with any amendment or modification of this Lease.

Section 13.11 Binding Effect; Assignment.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Lease nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties without the prior written consent of the other Party, except that the Team may assign or transfer this Lease by merger, consolidation, sale of assets or otherwise to any other Person that owns or operates in the City of Pittsburgh, Pennsylvania, the MLB club known as the Pittsburgh Pirates.

Section 13.12 Headings.

The headings contained in this Lease are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

Section 13.13 No Presumption Against Drafter.

This Lease has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Lease shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Lease.

Section 13.14 Severability.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

Section 13.15 Third Party Beneficiaries.

Nothing in this Lease, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successor(s) and assigns any rights or remedies under or by reason of this Lease as a third-party beneficiary or otherwise except as specifically provided in this Lease, or (b) authorize anyone not a party to this Lease to maintain an action pursuant to or based upon this Lease.

Section 13.16 Governing Law.

This Lease shall be governed by and construed in accordance with the Laws of the State of Florida, notwithstanding its conflicts of law or choice of law provisions.

Section 13.17 Counterparts.

This Lease may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement.

Section 13.18 Relationship of Parties.

It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 13.19 Dispute Resolution.

For purposes of this Section only, the term "Claim" shall mean any Claim other than for specific performance or injunctive relief between or among the Parties that cannot be resolved by

their respective representatives. Any such claim shall be submitted to non-binding mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. If a Claim has not been resolved within sixty (60) after submission of the Claim to mediation, then either Party may submit the Claim to binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect. All arbitration proceedings shall be held in Bradenton, Florida or any other City the parties agree to. Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand for arbitration may be filed at the same time as the demand for mediation but the arbitration proceedings shall be stayed until the time period for the mediation proceedings referenced above has expired. The demand for arbitration shall be made within a reasonable time after the Claim, but in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable, costs, expenses and attorneys' fees as part of the award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable Law in any court having jurisdiction thereof. The agreement to arbitrate under this Section shall be specifically enforceable under applicable Law in any court having jurisdiction thereof.

Section 13.20 Nondiscrimination.

There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, disability or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Complex. Neither the Team nor any person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sublicensees or vendors (if any), using or operating at Complex or any portion thereof.

Section 13.21 Quiet Enjoyment.

If and so long as the Team shall comply with all of the covenants, conditions and provisions of this Lease on the Team's part to be observed and performed hereunder, the Team shall peaceably and quietly have, hold and enjoy the Complex for the Lease Term, without hindrance or interruption by the City or any Person lawfully claiming the Complex, subject, nevertheless, to all of the provisions of this Lease.

Section 13.22 Estoppel Certificate.

Each of the City and the Team, respectively, agrees that at any time and from time to time within fourteen (14) days' after receipt of a written request by the other Party, the Team or

the City, as the case may be, shall execute, acknowledge and deliver to the other Party a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that the City or the Team, as the case may be, is not, to knowledge of the City or the Team, as case may be, in default under any provisions of this Lease or, if there has been a default, the nature of such default; (c) that all work with respect to the Complex to be performed by the City or the Team, as the case may be, under this Lease has been performed, or if not so performed, specifying the work to be performed; and (d) any other matter that the City or the Team, as the case may be, or such prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date stated in the first paragraph of this Lease.

[Signature]
Witness
LARRY SILVERMAN
(Printed signature)
[Signature]
Witness
GREG JOHNSON
(Printed signature)

TEAM:
PITTSBURGH ASSOCIATES, a Pennsylvania
Limited Partnership
BY: Pittsburgh Baseball, Inc., a Pennsylvania
corporation, its general partner

BY: [Signature]
Name: JAMES D. PLAKE
Title: EXEC. VP & CFO

STATE OF PENNSYLVANIA
COUNTY OF Allegheny

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JAMES D. PLAKE, as EXECUTIVE V.P. & CFO. of the Pittsburgh Associates, a Limited Partnership named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Limited Partnership.

WITNESS my hand and official seal at Pittsburgh, Pennsylvania on this 28th day of December, 2006.

Notarial Seal
Patricia A. Gerber, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires March 2, 2007
Member, Pennsylvania Association Of Notaries

[Signature] (Notary)

[Signature]
Witness
RENE' L. RAYMOND
(Printed signature)
[Signature]
Witness
Carl [Signature]
(Printed signature)

CITY:
CITY OF BRADENTON, a Municipal Corporation
of the State of Florida
By: [Signature]
Name: WAYNE POSTON
Title: MAYOR

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Wayne Poston, as Mayor of the City of Bradenton, a Florida municipality named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal at Bradenton, Florida on this 28th day of December, 2006.

SHARON D. BEAUCHAMP
Notary Public - State of Florida
My Commission Expires May 25, 2007
Commission # DD192329
Bonded By National Notary Assn.

[Signature] (Notary)

EXHIBITS

- Exhibit 1 - Legal Description of the Land Comprising the Complex and Description of Appurtenant Property Rights
- Exhibit 2 - Site Plan
- Exhibit 3 - Form of Acknowledgment of Commencement Date
- Exhibit 4 - Permitted Encumbrances
- Exhibit 5 - Form of Memorandum of Lease
- Exhibit 6 - Payment Procedures for Capital Repair Work

EXHIBIT 1

LEGAL DESCRIPTION OF THE LAND COMPRISING THE COMPLEX
[AND DESCRIPTION OF APPURTENANT PROPERTY RIGHTS]

General Description of Exhibit Content: A metes and bounds description of the land upon which the Complex is located and a description of all easements benefiting the Complex.

Party Responsible to Prepare Exhibit: The City and the Team with the assistance of surveyor.

Parties to Review and Approve: The Team and the City.

EXHIBIT 2

SITE PLAN

General Description of Exhibit Content: A copy of the Site Plan showing the Complex site limits and the parking facilities.

Party Responsible to Prepare Exhibit: The Architect.

Parties to Review and Approve: The Team and the City.

EXHIBIT 3

FORM OF ACKNOWLEDGMENT OF COMMENCEMENT DATE

EXHIBIT 4

PERMITTED ENCUMBRANCES

General Description of Exhibit Content: A list of all title matters affecting the Complex and Appurtenant Property Rights.

Party Responsible to Prepare Exhibit: The City, based upon title examination by a national title insurance company approved by the Team.

Parties to Review and Approve: The Team and the City.

EXHIBIT 5

FORM OF MEMORANDUM OF LEASE

EXHIBIT 6

PAYMENT PROCEDURES FOR CAPITAL REPAIR WORK

1. Each month, when applicable, the Team shall submit to the [Trustee/Escrow Agent and the City] a request for disbursement from the Capital Reserve Fund ("Disbursement Request"), with a copy to the City. Each Disbursement Request shall be certified as true and correct by the Team to the best of its knowledge and belief and shall contain a statement setting forth (a) the name, address and federal taxpayer identification number of the payee, (b) the amount to be paid, (c) a description of the goods or services provided to the Complex by such payee and (d) if applicable, the wire transfer instructions for such payee. Each Disbursement Request shall have attached to it a copy of the invoice of the payee for whom payment is being requested, and, to the extent applicable, a partial waiver of lien of the contractor and its subcontractors covering all construction work undertaken since the last payment application of such contractor.
2. The period covered by each Disbursement Request shall be one (1) calendar month. The Disbursement Request shall be delivered to the [Trustee/Escrow Agent and the City] on or before the tenth (10th) day of the month. If a Disbursement Request is not submitted by the tenth (10th) day of a particular month, then it shall be included in the next month's Disbursement Request. On or before the twentieth (20th) day of each month, the [Trustee/Escrow Agent] shall disburse funds from the Capital Reserve Fund to the Team for payment to the payees identified in the Disbursement Request.



**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF BRADENTON
AND
PITTSBURGH ASSOCIATES**

DATED AS OF June 12, 2007

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 12 day of JUNE, 2007, by and among THE CITY OF BRADENTON, a municipal corporation of the State of Florida (the "City"), and PITTSBURGH ASSOCIATES, a Pennsylvania limited partnership (the "Team").

RECITALS

A. The City has agreed to pay the construction and renovation costs for the following: (i) demolition of the dormitory facilities and other structures at Pirate City; (ii) construction of new dormitories and other improvements at Pirate City, including the baseball fields and administrative building, and (iii) certain renovations to McKechnie Field.

B. In consideration of the above, the Team has agreed to a 30-year lease of the Pirate City facilities and McKechnie Field.

C. The City has determined that the design, financing, construction and operation of the Project (as defined below) and the performance of this Agreement are in the best interests of the City and serve a public purpose.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and the Team covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Defined Terms.

In addition to other terms defined herein, the following terms used in this Agreement shall have the meaning set forth below:

"Agreement" shall mean this Development Agreement between the City and the Team.

"Architect" shall mean Fawley Bryant Architects, Inc.

"Architect Agreement" shall mean the Architect Agreement, to be entered into by and between the City and the Architect, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

"Change Orders" shall mean any change orders or change directives that amend or modify the Contract Documents.

"City Contribution" shall be the entire Project Costs.

"City" shall mean the City of Bradenton, Florida.

"City Indemnified Persons" shall mean the City and its elected officials, appointed officials, board members, officers, employees, agents and attorneys.

"City Representative" shall mean Carl Callahan or any successor to the foregoing person designated in writing by the City by written notice to the Team.

"Claim" shall mean any claim, demand or dispute between the Parties relating to this Agreement or the Project.

"Complex" shall mean Pirate City and McKechnie Field.

"Construction Drawings and Specifications" shall mean the working drawings and specifications describing the size, character, appearance, functionality, design, construction, materials, finishes, structure and mechanical, electrical and all other systems, amenities and components of the Complex prepared from the approved Design Development Documents.

"Construction Team" shall mean (a) the City, (b) the Team, (c) Contractor, (d) Architect, (e) any other consultants deemed necessary by the City or the Team to assist in the design, construction or development of the Complex.

"Contract Documents" shall mean the Contractor Agreement, the Architect Agreement, the final Construction Drawings and Specifications for the Complex and any Change Orders or other equivalent construction contract documents entered into to complete the Project.

"Contractor" shall mean NDC Construction Company.

"Contractor Agreement" shall mean the Contractor Agreement between the City and Contractor, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

"County" shall mean the County of Manatee, State of Florida.

"Damages" shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"Design Development Documents" shall mean drawings and specifications based upon, and refining, the Schematic Design Documents and illustrating the scope, relationship, forms, size, functionality and appearance of the Complex and shall provide detail regarding the exteriors of the Complex by means of plans, sections and elevations, typical construction details, equipment layouts and specifications.

"Design Documents" shall refer to, as applicable, the Schematic Design Documents, the Design Development Documents and the Construction Drawings and Specifications.

"Event of Default" shall have the meaning set forth in Section 8.1 hereof.

"Force Majeure" shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (excluding any governmental action or inaction with respect to the granting or withholding of any governmental approvals or Permits needed for the construction or operation of the Ballpark or the acquisition of the Site), material shortages, strikes, boycotts, lockouts or labor disputes, or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

"Governmental Authority" shall mean any federal, state, county, city, local or other government or political subdivision or any agency, city, board, bureau, commission, department or instrumentality thereof.

"Guaranteed Maximum Price" or "GMP" shall mean the Guaranteed Maximum Price for the cost of constructing, renovating, furnishing and equipping the Complex, which shall be established as set forth in the Contractor Agreement.

"Law" shall mean any law, statute, code, ordinance, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

"Lease" shall mean the Lease and Operating Agreement to be entered into by the City and the Team, the form of which is attached hereto as Exhibit 1.

"Legal Requirements" shall mean all present and future Laws applicable to the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project, including, without limitation, all Laws relating to the issuance of any bonds by any Governmental Authority in connection with the financing of the Project.

"Major League Baseball" or "MLB" shall mean, collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League Baseball clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional baseball in a manner comparable to Major League Baseball.

"McKechnie Field" shall mean the baseball complex located at 1609 9th Street West, Bradenton, Florida, commonly known as McKechnie Field.

"Parties" shall mean the City and the Team.

"Permits" shall mean any permit, license or approval to be issued by any Person, including, but not limited to, required permits for construction, demolition, installation, alteration or repair of any improvements related in any manner to the Project.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

"Pirate City" shall mean the baseball facilities known as Pirate City Baseball Training Facility, located at 1801 27th Street East, Bradenton, Florida.

"Prime Rate" shall mean that rate of interest published from time to time in the Money Rates column of The Wall Street Journal as the "Prime Rate" or "Prime Interest Rate."

"Project" shall mean (a) the planning, development, design, construction and renovation of McKechnie Field and (b) the planning, development, design, construction and renovation of Pirate City. The Project is generally described on Exhibit 2.

"Project Budget" shall mean the budget of the Project Costs and shall contain a reasonably detailed breakdown of the various elements of the Project Costs as approved by the Parties.

"Project Costs" shall mean all costs and expenses of planning, designing, constructing, renovating, and equipping the Complex, including architectural, design and engineering services associated with the planning, design construction and renovation of the Complex; all costs and expenses of Permits and costs and expense for obtaining all Permits or approvals associated with the Complex; all costs and expenses that would be categorized as soft costs in accordance with industry standards for the design and construction of major construction projects, such as the Complex, including design fees, development costs, insurance and third party professional services, all labor, materials, equipment and services to be provided in connection with the renovation of the Complex, including, all costs and expenses included in the GMP; all costs and expenses incurred in connection with the purchase and installation of all machinery, furnishings, fixtures and equipment required for the operation of the Complex; and adequate construction contingencies and reserves, but in no event shall "Project Costs", for the purposes of this Development Agreement, include the costs of capital improvements reserves, bond reserves, capitalized interest or financing costs.

"Project Schedule" shall mean the master project schedule, as updated in accordance with the Contractor Agreement, and attached hereto as Exhibit 3.

"Schematic Design Documents" shall mean, as applicable, with respect to the Complex, the schematic design documents prepared by the Architect of the various Complex components, showing, among other things, the building exterior spaces, and major architectural and interior finishes; including those items set forth in Exhibit 4.

"Site" shall mean the property identified in the Site Plan as the "McKechnie Field" and "Pirate City."

"Site Plan" shall mean the site plan attached hereto as Exhibit 5.

"Substantial Completion" shall that the work under the Contract Documents is essentially and satisfactorily complete, such that the Complex is ready for opening to the general public and full occupancy and use by the Team. A minor amount of work, as determined by and at the discretion of the Team, such as installation of minor accessories or items, a minor amount of

painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of substantial completion. In no event shall substantial completion be deemed to have occurred unless such certificates required by all Legal Requirements for opening of the Complex to the general public have been issued to the Team.

"Team" shall mean Pittsburgh Associates.

"Team Indemnified Persons" shall mean the Team and its partners, officers, employees, agents and attorneys.

"Team Representative" shall mean Trevor Gooby or Dennis DaPra, or any successor to the foregoing person designated by the Team by written notice to the City.

Section 1.2 Construction of Terms.

As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof, is used herein, it shall mean "including, without limitation," and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or".

ARTICLE 2 ARCHITECT AND DESIGN

Section 2.1 Architect Agreement.

(a) The City has entered into an Architect Agreement upon the terms approved by the Team in accordance with this Agreement. See Exhibit 8. The Architect Agreement shall include provisions requiring:

- (i) An indemnification in favor of the City and the Team;
- (ii) Provisions requiring the Architect to maintain insurance acceptable to the Team and the City, including the coverages, limits of liability and other requirements set forth in Exhibit 6;
- (iii) Acknowledgement of the Team as a third party beneficiary of the Architect Agreement;
- (iv) The Architect to promptly deliver such documents and other information as reasonably requested by the Team, and otherwise cooperate with the Team, to meet the Project Schedule deadlines;
- (v) The Architect to design the Complex and be responsible for providing documents necessary for approvals of the design of the Complex at the times and occasions set forth in Section 2.3;

(vi) The Architect to discharge any lien filed by it or its respective subcontractors or consultants for labor performed or materials or services furnished in connection with the construction and renovation of the Complex;

(vii) The Architect to perform its services in accordance with all Laws; and

(viii) The Architect to provide the Contractor with information reasonably required by the Contractor for cost estimating and scheduling, to consult with the Contractor regarding matters affecting cost and schedule, to cooperate with the Team and the City and Contractor in reconciling the design, program, Project Schedule and Project Budget, and to produce documents that are consistent with the Team and the City approvals.

(b) Changes to Architect Agreement. The Team shall have the right to approve any change, modification or amendment to the Architect Agreement. The City shall submit to the Team Representative for review and approval any such proposed change, modification or amendment. The Team shall have ten (10) days to approve or disapprove such change. Approval shall not be unreasonably withheld, conditioned or delayed and the Team shall state the reasons for any disapproval in writing.

(c) Right to Attend Meetings. The Team Representative shall receive notice of all design meetings, have the right to attend all design meetings regarding the design of the Complex and to receive all documents from the Architect at the same time as the City shall receive them. All design meetings shall be held in Bradenton, Florida unless otherwise agreed by the Parties and shall be scheduled at a time that generally allows the Team Representative to attend.

Section 2.2 Project Representatives.

(a) Team Representative. The Team has designated the Team Representative as its agent and representative authorized to act on the Team's behalf with respect to the Project. The Team reserves the right to change its representative, and the Team shall notify the City in writing prior to such change. The City shall have the right to approve any replacement of the Team Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The Team Representative is the Team's exclusive representative to the City insofar as this Agreement is concerned. All instructions from the Team to the City relating to this Agreement shall be issued or made in writing through the Team Representative. All communications and submittals from the City to the Team shall be issued or made through the Team Representative, unless the Team or the Team Representative shall otherwise direct in writing.

(b) City Representative. The City has designated the City Representative as its agent and representative authorized to act on the City's behalf with respect to the Project. The City reserves the right to change its representative, and the City shall notify the Team in writing prior to such change. The Team shall have the right to approve any replacement of the City Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The City Representative is the City's exclusive representative to the Team insofar

as this Agreement is concerned. All instructions from the City to the Team relating to this Agreement shall be issued or made in writing through the City Representative. All communications and submittals from the Team to the City shall be issued or made through the City Representative, unless the City or the City Representative shall otherwise direct in writing.

Section 2.3 Design Approval Process.

(a) Schematic Design Documents. The Parties have approved the Schematic Design Documents.

(b) Design Development Documents. Based upon the Schematic Design Documents, the City shall cause the Architect to prepare the Design Development Documents and submit the Design Development Documents to the Team Representative and the City Representative on or before the date for delivery set forth in the Project Schedule. The Team Representative and the City Representative, and such other staff and personnel as each Representative deems appropriate, shall meet as necessary to review the Design Development Documents and confirm that they comply with the design intent of the Schematic Design Documents. The Team Representative and the City Representative shall use good faith efforts to resolve any disagreements in an expeditious manner so as not to delay the mutual approval of the Design Development Documents.

(c) Construction Drawings and Specifications. Upon approval of the Design Development Documents, the City shall cause the Architect to prepare Construction Drawings and Specifications based on the approved Design Development Documents. The Team Representative and the City Representative shall review and approve the Construction Drawings and Specifications and confirm that the Construction Drawings and Specifications comply with the design intent of the Design Development Documents. The City shall cause the Architect to coordinate with the Contractor to organize the Construction Drawings and Specifications in such a manner as to prepare bid documents for competitive pricing.

(d) Contractor to Provide Estimates. With each submittal of the documents specified in this Section, the Contractor shall provide a detailed estimate of the cost based upon the documents delivered to the Team Representative and the City Representative. The Contractor shall meet with the Team Representative and the City Representative as requested to provide information regarding the estimate and value engineering proposals.

ARTICLE 3
CONSTRUCTION MATTERS

Section 3.1 Construction Administration.

(a) Contractor Agreement. The City has entered into a Contractor Agreement upon the terms approved by the Team and in accordance with the terms of this Agreement. The Contractor Agreement shall include provisions requiring:

- (i) an indemnification in favor of the City and the Team;

(ii) the Contractor to maintain insurance acceptable to the City and the Team, including the coverages, limits of liability and other requirements set forth in Exhibit 7;

(iii) acknowledgement of the Team as a third party beneficiary of the agreement;

(iv) compliance with all Laws;

(v) the Contractor to promptly deliver such documents and other information as reasonably requested by the City or the Team and otherwise cooperate with the City and the Team to meet the Project Schedule; and

(vi) the Contractor to discharge any lien filed by it or its respective subcontractors or consultants for labor performed, or materials or services furnished in connection with the Project.

(b) City Oversight of Contractor. The City, in cooperation with the Team, shall cause the Contractor to:

(i) Prepare the Project Budget to be approved by the Parties;

(ii) Develop a Project Schedule and cause the Project Schedule to be updated on at least a monthly basis and deliver a copy of same to the Team Representative and the City Representative;

(iii) Provide detailed estimates as set forth in Section 2.3(d) hereof;

(iv) Develop a GMP for approval by the Team and the City;

(v) Obtain or cause to be obtained, in coordination with the Architect, all Permits;

(vi) Maintain complete and accurate books and records, consistent with industry standards, regarding the design, construction and renovation of the Complex, including records relating to the Contract Documents, shop drawings, Change Orders, as built drawings, applications for payment, Permits, insurance policies, correspondence, bills, vouchers, receipts and lien waivers;

(vii) Develop and implement a plan for construction staging and storage;

(viii) Furnish promptly to the Team Representative all documents and information required to be provided pursuant to this Agreement and all other information that the Team Representative may reasonably request;

(ix) Notify promptly the Parties of any claim, suit, proceeding or action that is initiated or threatened in connection with the Project;

(x) Make available to the Team Representative copies of all Project meeting minutes and, upon written request of the Team Representative, all Project documents;

(xi) Make available to the Team copies of all contracts and subcontracts relating to the Project, and all amendments thereto;

(xii) Provide the Team Representative with monthly progress reports containing such financial information as the Team may reasonably request relating to Project Costs and including a status report on the progress of the Project; and

(xiii) Supervise and coordinate the Project so that the Complex is constructed, renovated, equipped and furnished in a good and workmanlike manner in accordance with the Contract Documents, lien free, and achieves Substantial Completion on or before February 1, 2008 (subject to Force Majeure) in accordance with all Legal Requirements.

(c) Changes to Contractor Agreement. The Team shall have the right to approve any change, modification or amendment to the Contractor Agreement. The City shall submit to the Team Representative for review and approval any such proposed change, modification or amendment. The Team shall have ten (10) days to approve or disapprove such change. Approval shall not be unreasonably withheld, conditioned or delayed and the Team shall state reasons for any disapproval in writing.

(d) Change Orders. The City shall promptly submit to the Team Representative for review and approval any Change Orders. The Team Representative shall review the Change Order in an expeditious manner so that the City shall have sufficient time to respond within the period of time provided in the Contractor Agreement for responding to Change Orders. The Team Representative shall exercise good faith efforts to respond as diligently and expeditiously as possible to any requested Change Order. In the event that the Team Representative disapproves a Change Order, the Team Representative shall state, with specificity, the reason for disapproval.

(e) Team's Right Attend Meetings. The Team Representative shall receive from the City advance notice of all Project meetings. During the term of this Agreement, the Team Representative and the City Representative shall have the right to attend all of the Construction Team meetings, inspect the Complex at all reasonable times and subject to all Site safety rules, and receive all documents provided to the City at the same time as provided to the City. The Team Representative and the City Representative shall meet regularly in order to keep the Parties informed throughout the duration of the planning, design, construction and renovation of the Complex.

Section 3.2 Lists of Contractors and Subcontractors.

Upon the request of the Team, the City shall promptly furnish to the Team correct lists of all contractors and subcontractors employed in connection with the construction and renovation of the Complex and true and correct copies of all executed contracts, subcontracts and purchase orders therefor.

Section 3.3 City Responsibilities.

(a) The City shall be responsible for the administration of the Architect Agreement and the Contractor Agreement, subject to the rights of the Team as set forth herein.

(b) The City shall select and negotiate contracts with all consultants and professionals that shall comprise the Construction Team, subject to consultation with and final approval by the Team.

(c) The City shall provide accounting services for the Project.

(d) The City shall furnish to the Team monthly reports containing (i) a status of design planning, (ii) a comparison of the Project Budget to costs incurred through the date of the report, and an analysis of the reasons for variances, (iii) a narrative comparison of the Project Schedule to the work actually completed through the date of the report, and an analysis of the reasons for variances, (iv) any revision to the Project Schedule and/or Project Budget, made during the month covered by the report, and (v) the status of any municipal requirements and activities required to facilitate the approval of the Project.

(e) The Team shall have the right to review and approve the use of contingencies established in the Project Budget.

(f) The City shall, in coordination with the Contractor, the Architect and the Team, develop procedures for reviewing and processing applications for payments by the Contractor, and procedures for payment of other Project Costs, including payments to other consultants. Any such procedures shall include the right of the Team Representative to review and approve the applications for payments and invoices.

(g) The City shall take all action reasonably required to comply with all Legal Requirements and take all reasonable action to cause the Architect, the Contractor, and all other agents and contractors to design and construct the Complex in accordance with Legal Requirements.

(h) The City, together with the Team Representative, shall supervise punchlist and warranty work after the date of Substantial Completion of the Complex.

Section 3.4 Permits.

The City shall comply with and keep in effect all Permits and other approvals obtained from any Governmental Authorities, regardless of the procurer of such Permits, that relate to the construction and renovation of the Complex.

Section 3.5 Insurance.

(a) The City shall cause the Architect and the Contractor to maintain the insurance coverages as described in Exhibit 6 and Exhibit 7, respectively.

(b) Risks of Damage or Destruction Prior to Completion. The City shall obtain a builder's risk policy of property insurance for the Complex, which provides coverage for direct physical loss or damage resulting from an insured peril at the Complex or to personal property that is at the Complex, in storage or in transit. This coverage may include sublimits for delay in completion (including gross earnings and soft costs) and for hurricane, windstorm and flood coverage as agreed to by the Parties. The policy shall be an "all risk" or "special form" policy. The City shall apply the proceeds of any recovery under such builder's risk policy of property insurance toward restoration of the damage giving rise to such proceeds and to other costs arising out of such damage. All such insurance proceeds shall be considered project funds and will be deposited in the appropriate Project Accounts in order to pay for the Project Costs.

ARTICLE 4 FINANCING OF THE PROJECT

Section 4.1 Project Budget.

The Team and the City agree that the Project Costs shall be paid out of the Project Budget. The Project Budget shall be funded by the City and the Team shall not be responsible for any Project Costs.

Section 4.2 Use of Project Cost.

The Parties shall cooperate with each other and the other members of the Project Team to assure that as many program elements, amenities and design features as are reasonable for a first-class MLB spring training facility are included in the Project Costs. The City shall be responsible for payment of any costs in excess of the Project Costs, which payment shall be made at such time as any portion thereof is legally required to be paid with respect to the Complex.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CITY

The City hereby represents and warrants to the Team that, as of the date of execution of this Agreement:

Section 5.1 Authorization, Validity and Enforceability.

The City has all requisite power to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the City of this Agreement have been duly authorized and approved by all necessary City action. This Agreement when executed, shall constitute the valid and legally binding obligations of the City, enforceable against it in accordance with their respective terms.

Section 5.2 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, of any provision of any other agreements, charters, instruments,

contracts, judgments or decrees to which the City is a party, or by which the City or its assets may be bound or affected.

Section 5.3 No Violation of Laws.

The City has complied in all material respects with all Legal Requirements, and the City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect related to the transactions contemplated in and by this Agreement.

Section 5.4 Litigation.

To the best of the City's knowledge, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the City seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of the City hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF TEAM

The Team hereby represents and warrants to the City that, as of the date of execution of this Agreement:

Section 6.1 Organization.

The Team is a Pennsylvania limited partnership duly organized, validly existing and in good standing under the Laws of State of Pennsylvania.

Section 6.2 Authorization, Validity and Enforceability.

All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Agreement has been taken. All consents and approvals of any Person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute valid and legally binding obligations of the Team enforceable in accordance with its respective terms.

Section 6.3 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected including the Constitution, by-laws, rules and regulations of Major League Baseball, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

Section 6.4 No Violations of Laws.

The Team has not received written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Team with Legal Requirements, and the Team is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

Section 6.5 Litigation.

To the best of the Team's knowledge, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against or which affects the Team that has been served upon or of which the Team has knowledge, that could have a material adverse affect upon the Team's performance under this Agreement or the financial condition or business of the Team.

ARTICLE 7
GENERAL CONDITIONS

Section 7.1 City's Conditions.

The obligations of the City to perform this Agreement are subject to the satisfaction of each of the following conditions (any of which may be waived by the City, in whole or in part):

(a) Lease Agreement. The Team shall have executed and delivered the Lease Agreement.

(b) Accuracy of Representations. All of the representations and warranties of the Team in this Agreement must have been accurate in all material respects as of their respective dates of execution and delivery.

(c) Performance. All of the covenants and obligations that the Team is required to perform or to comply with pursuant to this Agreement prior to the date of the City's performance, as applicable, including the delivery of all documents and notices provided for therein, must have been performed and complied with in all material respects.

(d) No Injunction. There shall not be in effect any Legal Requirements or any injunction or other order that prohibits the consummation of this Agreement.

(e) Delivery of Other Documents. The Team shall have delivered all documents and notices required by this Agreement including, opinions of counsel that shall, among other things, verify the due authorization for the execution and delivery of the Agreement by the Team.

Section 7.2 Team's Conditions.

The obligations of the Team to perform this Agreement are subject to the satisfaction of each of the following conditions (any of which may be waived by the Team, in whole or in part):

(a) Lease Agreement. The City shall have executed and delivered the Lease Agreement.

(b) Accuracy of Representations. All of the City's representations and warranties in this Agreement must have been accurate in all material respects as of the date hereof.

(c) Performance. All of the covenants and obligations that the City is required to perform or to comply with pursuant to this Agreement prior to the date of the Team's performance, including the delivery of all documents and notices provided for therein, must have been performed and complied with in all material respects.

(d) No Injunction. There must not be in effect any Legal Requirements or any injunction or other order that prohibits the consummation of this Agreement.

(e) Delivery of Other Documents. The City shall have delivered all documents and notices required by this Agreement including opinions of counsel that shall, among other things, verify the due authorization for the execution and delivery of the Agreement by the City.

ARTICLE 8 DEFAULT AND REMEDIES

Section 8.1 Events of Default.

Each of the following shall constitute an Event of Default under this Agreement:

(a) Team Event of Default.

(i) The Team's violation or failure to perform or observe any covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the Team by the City identifying with particularity the failure or violation, provided that if such failure or violation is susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default provided that the Team promptly advises the City of the Team's intention to duly institute all steps necessary to cure such default and the Team promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the Team herein shall prove to have been incorrect when made, in any material respect.

(b) City Event of Default.

(i) The City's violation or failure to perform or observe any covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the City by the Team identifying with particularity the failure or violation, provided that, if such failure or violation is susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default provided that the City promptly advises the Team of the City's

intention to duly institute all steps necessary to cure such default and the City promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the City herein, shall prove to have been incorrect when made, in any material respect.

Section 8.2 Remedies Cumulative; Waiver.

All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 8.3 Force Majeure.

The nonoccurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or non-occurrence is due to the occurrence of a Force Majeure condition and without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the Party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the City and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Agreement.

ARTICLE 9 INDEMNIFICATION

Section 9.1 Indemnification and Payment of Damages by Team.

The Team shall indemnify, defend and hold harmless the City Indemnified Persons for, and shall pay to the City Indemnified Persons From a third party claim, the amount of any Damages arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by the Team in this Agreement or exhibit attached hereto or any other certificate or document delivered by the Team to the City pursuant to this Agreement; and

(b) any breach by the Team of any covenant or obligation of the Team in this Agreement.

(c) Notwithstanding the foregoing, indemnification for any action lying in tort shall be limited to \$500,000 per person or \$1,000,000 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28, as may be amended from time to time, whichever is greater.

© If the Team fails to make any payment of any sums payable by the Team to the City Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

Section 9.2 Indemnification and Payment of Damages by the City.

The City shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages from a third party claim arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by the City in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the City to the Team pursuant to this Agreement; and

(b) any breach by the City of any covenant or obligation of the City in this Agreement.

(c) Notwithstanding the foregoing, the City's obligation to indemnify shall be limited to the sum of \$500,000 per person per occurrence or \$1,000,000 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in the Florida Statutes 768.28 as may be amended from time to time which ever is greater. Nothing contained herein shall operate as a waiver of any sovereign immunity available to the City for any claims brought directly against the City by any third party.

© If the City fails to make any payment of any sums payable by the City to the Team Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Survival of Covenants, Agreements, Representations and Warranties.

No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement.

Section 10.2 Additional Documents and Approval.

The Parties, whenever and as often as each shall be reasonably requested to do so by one of the other Parties, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, the City shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

Section 10.3 Good Faith.

In exercising its rights and fulfilling its obligations under this Agreement, each of the Parties shall act in good faith. Notwithstanding the foregoing, each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

Section 10.4 Notice of Matters.

In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Parties of the same in writing.

Section 10.5 Form of Notices; Addresses.

All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, fax, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section):

To the Team: Pittsburgh Associates
PNC Park at North Shore
115 Federal Street
Pittsburgh, PA 15212
Attention: Vice President and General Counsel
Fax: 412-325-4948

With a Copy to: Pirate City Baseball Training Facility
1801 27th Street East
Bradenton, FL 33505
Attention: Director of Florida Operations
Fax: 941-747-8151

To the City: City of Bradenton
~~Bradenton, FL 33505~~ 101 OLD MAIN ST.
Attention: Mayor BRADENTON, FL 34205
~~Fax: 813-747-5359~~ 941-932-9548

With a Copy to: _____

Attention: _____
Fax: _____

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service, or, if sent by United States registered or certified mail, or fax transmission, then one (1) day after its delivery to the address of the respective Party, as provided in this Article, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) days (e.g., requests for consent when the Person whose consent is sought has one (1) day to respond in the granting or denying of such consent), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 10.6 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

Section 10.7 Time is of the Essence.

Time is of the essence of this Agreement. The City shall cause the work under the Contract Documents to meet the Project Schedule, which shall not be altered except by a Change Order agreed to by the Parties. The City acknowledges (a) that Substantial Completion of the Project by February 1, 2008 is of paramount importance to the Team because of the unique nature of the Project and the expense involved in training or playing in a substitute facility, and (b) that the Team shall suffer significant damages, including lost revenues, rental expenses for spring training facilities and player/employee housing, and related costs and expenses if the Project does not achieve Substantial Completion by February 1, 2008.

Section 10.8 Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 10.9 Entire Agreement.

This Agreement contains the sole and entire agreement between the Parties with respect to their subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

Section 10.10 Amendment.

No amendment, modification or termination of this Agreement shall be valid unless in writing and duly executed by the Party affected by the amendment, modification or termination.

Section 10.11 Binding Effect; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereof. The Team and the City shall not assign its respective interests under this Agreement without the prior written consent of the other Party.

Section 10.12 Headings.

The headings contained in this Agreement are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

Section 10.13 No Presumption Against Drafter.

This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

Section 10.14 Severability.

If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.

Section 10.15 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successor(s) and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

Section 10.16 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida, notwithstanding its conflicts of law or choice of law provisions. The parties agree that venue shall lie for any actions in Manatee County only.

Section 10.17 Counterparts.

This Agreement may be executed and delivered in three or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one Agreement.

Section 10.18 Relationship of Parties.

It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 10.19 Dispute Resolution.

For purposes of this Section only, the term "Claim" shall mean any Claim other than for specific performance or injunctive relief between or among the Parties that cannot be resolved by their respective representatives. Any such claim shall be submitted to non-binding mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. If a Claim has not been resolved within sixty (60) after submission of the Claim to mediation, then either Party may submit the Claim to binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect. All arbitration proceedings shall be held in Bradenton, Florida. Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand for arbitration may be filed at the same time as the demand for mediation but the arbitration proceedings shall be stayed until the time period for the mediation proceedings referenced above has expired. The demand for arbitration shall be made within a reasonable time after the Claim, but in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable, costs, expenses and attorneys' fees as part

of the award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable Law in any court having jurisdiction thereof. The agreement to arbitrate under this Section shall be specifically enforceable under applicable Law in any court having jurisdiction thereof.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

TEAM:

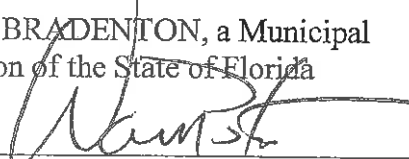
PITTSBURGH ASSOCIATES, a Pennsylvania limited partnership

By: Pittsburgh Baseball, Inc., a Pennsylvania corporation, its general partner

By: 
Name: LARRY A. SILBERMAN
Title: VP and GENERAL COUNSEL

CITY:

CITY OF BRADENTON, a Municipal Corporation of the State of Florida

By: 
Name: WAYNE POSTON
Title: MAYOR

LIST OF EXHIBITS

- Exhibit 1 - Lease and Operating Agreement
- Exhibit 2 - Description of Project
- Exhibit 3 - Project Schedule
- Exhibit 4 - Schematic Design Documents
- Exhibit 5 - Site Plan
- Exhibit 6 - Architect Insurance Requirements
- Exhibit 7 - Contractor Insurance Requirements

EXHIBIT 1

LEASE AND OPERATING AGREEMENT

1. General Description of Exhibit Content: A copy of the final execution form of the Lease and Operating Agreement for the Complex.

EXHIBIT 2

DESCRIPTION OF THE PROJECT

The Project includes the design and construction of the following renovations and new improvements:

McKechnie Field

- Install field lighting and ingress/egress lighting for night games
- Construct Renovations and additions to existing Pirates' clubhouse
- Construct new visitors clubhouse and press lounge
- Install fixed awnings to bullpen areas
- Install water fountains, pave parking area, other miscellaneous improvements

Pirate City

- Construct new office/dormitory building
- Reconstruct north parking lot, increasing parking 40%
- Construct clubhouse addition and renovation
- Renovation of "half-field", install artificial turf infield
- Construct fifth practice field, including batter's eye and netting
- Construct public restroom and concession facility at practice fields
- Reconstruct fire access lane
- Install access gates at parking entry for security
- Install chain link security fencing
- Add 500-gallon above-ground fueling station

EXHIBIT 3

PROJECT SCHEDULE

1. General Description of Exhibit Content: A copy of the master project schedule containing all major milestone dates for the Project including, without limitation: outside dates for funding of the City Contributions, milestones (and review periods) for delivery of the Design Development Documents and Construction Drawings and Specifications, construction start date, major construction milestones (including substantial completion dates), outside dates for permitting and other approvals.
2. Party Responsible to Prepare Exhibit: The Contractor and the Architect with input from the City and the Team.
3. Parties to Review and Approve: The City and the Team.

EXHIBIT 4

SCHEMATIC DESIGN DOCUMENTS

1. General Description of Exhibit Content: A list of the Schematic Design Documents and any other design documents that describe the Project.
2. Party Responsible to Prepare Exhibit: The Architect.
3. Parties to Review and Approve: The City and the Team.

EXHIBIT 5

SITE PLAN

1. General Description of Exhibit Content: A copy of the Site Plan showing the site limits for Pirate City Training Facility and McKechnie Field and the related parking facilities.
2. Party Responsible to Prepare Exhibit: The Architect.
3. Parties to Review and Approve: The City and the Team.

EXHIBIT 6

ARCHITECT INSURANCE REQUIREMENTS

1. **General Liability Insurance.** (a) Workers' compensation and employer's liability insurance to the full extent as required by law, including Employers Liability coverage of at least \$1,000,000; (b) Commercial general liability coverage, including contractual liability and public liability coverage, in not less than the following amounts: (i) Bodily injury: \$1,000,000 each occurrence and \$2,000,000 annual aggregate; (ii) Property damage: \$1,000,000 each occurrence and \$2,000,000 annual aggregate; (iii) Business automobile liability insurance covering owned, non-owned and leased vehicles, with a combined single limit of \$500,000 per occurrence; and (iv) Excess or umbrella liability of \$3,000,000. These policies (other than the workers' compensation) shall name the Team and the City as additional insureds and shall be primary to any liability insurance carried by any of the additional insureds.

2. **Professional Liability Insurance.** Professional liability insurance, covering claims arising out of the performance of Architect's professional services for the Project, with minimum limits of \$1,000,000 per claim and \$2,000,000 annual aggregate and with a deductible of not more than \$100,000 per claim. Architect shall keep such insurance in effect for a period of not less than two (2) years after the date of completion of its services for the Project. If such professional liability insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date of the Architect Agreement and shall include a supplemental extended reporting period provision.

3. **Other Insurance Requirements.** The insurance coverages described above shall be placed with insurance companies rated A minus VII or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Florida and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Architect shall submit valid certificates of insurance in form and substance satisfactory to the Team and the City evidencing the effectiveness of the referenced insurance policies, along with the original copies of the amendatory riders to any such policies. Architect shall also deliver to the Team and the City copies of any insurance policies required under this Agreement within ten (10) days after Owner's request for such policies.

EXHIBIT 7

CONTRACTOR INSURANCE REQUIREMENTS

A. Limits

1. **Commercial General Liability**
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate--Per Project Aggregate
Products/Completed Operations Aggregate--Per Project Aggregate
Personal Injury
2. **Business Automobile**
\$1,000,000 Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**
Workers' Compensation - Coverage A
\$1,000,000 Each Accident
\$1,000,000 Disease--Policy Limits
\$1,000,000 Disease--Each Employee
4. **Umbrella Liability (coverage to "follow form" of underlying insurance)**
\$5,000,000

B. Other Requirements

1. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain Commercial General Liability (CGL), and Commercial Umbrella liability insurance with limits as set forth above. If such CGL contains a general aggregate limit, it shall apply separately to this Project.
 - (a) CGL insurance shall be written on ISO occurrence for CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - (b) Owner and the entities listed in Section 5(d) below shall be included as additional insureds under the CGL and under the commercial umbrella liability policy, using ISO additional insured endorsement CG 20 10 10 93, or a substitute providing equivalent coverage, with changes requested by Owner. Contractor shall deliver to each additional insured a copy of the additional insured endorsement. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs carried by Owner. If any additional insured has other insurance that is

applicable to the loss such other insurance shall be on an excess or contingent basis.

- (c) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

2. **Continuing Completed Operations Liability Insurance.** Contractor shall maintain the completed operations coverage for at least two (2) years following final completion of Contractor's Work.

- (a) Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.
- (b) Continuing CGL insurance shall have products-completed operations aggregate of at least two times the "each occurrence" limit.
- (c) Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the completed work equivalent to that provided under ISO form CG 00 01.

3. **Business Auto and Umbrella Liability Insurance.**

- (a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- (b) Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- (c) Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

4. **Workers' Compensation and Employers' Liability.** The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

5. **General.** All policies shall:
 - (a) Be written by insurance companies with a Best's Rating of no less than "A:VII".
 - (b) Provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.
 - (c) Apply separately to each insured and additional insured against a whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) Name the following entities as additional insureds: the City, Pittsburgh Associates, Pittsburgh Baseball, Inc., and, as applicable; their respective subsidiaries, affiliates, officers, directors employees.
 - (e) (i) provide defense as an additional benefit and not within the limits of liability, (ii) be endorsed to provide a waiver of subrogation in favor of the additional insureds, and (iii) with respect to workers' compensation and employer's liability insurance, contain stop gap endorsement for monopolistic states.

EXHIBIT 7

CITY AGREEMENT WITH ARCHITECT

EXHIBIT 8

CITY AGREEMENT WITH CONTRACTOR

Pittsburgh Pirates 2015 Spring Training

Impact on Manatee County

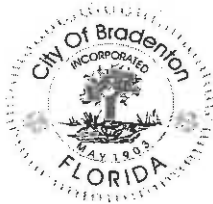
An estimated 18,700 visitors staying overnight in Manatee County's commercial lodgings attended spring training baseball games at McKechnie Field in 2015.

The direct spending of these visitors equals an estimated \$20,454,400.

When the multiplier effects are included, the total economic impact of Manatee's commercial lodging (spring training visitors) equals \$32,303,600.

Please note that this estimate of economic impact does not include the expenditures of day-trippers, overnight visitors staying with friends and relatives in Manatee County, or the stadium, Pittsburgh Pirates' franchise, visiting teams, coaches, organizers or media.

*Information provided by: Monica Luff
Bradenton Area Convention & Visitors Bureau
& Bradenton Area Film Commission
One Haben Blvd., Palmetto, FL 34221
(941) 729-9177 ext. 231*



CITY OF BRADENTON RETAINED SPRING TRAINING FRANCHISE 2015 ANNUAL REPORT

The following information is presented to fulfill the requirements of State Statute 288.11631(4): Submission of a Retained Spring Training Franchise annual report. The City of Bradenton is in a long-term lease arrangement with Major League Baseball's Pittsburgh Pirates.

CRITERIA #1. *A "unit of local government" as defined in F.S. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training franchise is located.*

The City of Bradenton, a 'unit of local government,' holds title to the properties on which the Pittsburgh Pirates' spring training facilities are located. The Pirates have two separate facilities – Pirate City and McKechnie Field.

CRITERIA #2. *The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least 15 years.*

The City of Bradenton, in 2006, entered into a 30-year lease agreement with the Pittsburgh Pirates. The lease and development agreement are included with this report and include both Pirate City and McKechnie Field.

CRITERIA #3. *The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.*

Through the issuance of an \$18.6 million bond, the City of Bradenton provided more than 50% of the cost of renovating the Pirates' spring training facilities. Bradenton also contributes annually to a capital 'reserve' fund for continued improvements to the facilities. In addition to the improvements made in 2007, a \$10 million renovation to McKechnie Field was made in 2012, leading *Ballpark Digest* to honor McKechnie Field as the "Best Ballpark Renovation" of 2013.

CRITERIA #4. *The applicant has projections, verified by the Office of Tourism, Trade, and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually.*

The Pirates' facilities host both Major League spring training AND the Bradenton Marauders, the Pirate's "A" club of the Florida State League.

Annual attendance at McKechnie Field for 2015:

Pirates – 106,038 over 15 games (7,069 per game)

Marauders – Figure available at end of season (Sept. 2015)

On track for last year's attendance mark of 104,584.

In addition, McKechnie Field played host to a number of community events.

CRITERIA #5. *The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to F.S. 125.0104.*

The City of Bradenton is located in Manatee County, which levies a 5% tourist development tax.

Respectfully submitted,



Carl Callahan, City Administrator

**City of Clearwater
(Philadelphia Phillies)**

Brighthouse Networks Field –Spring Training Facility Expenses to Date 6/30/2015

Fund 315-92829	10/31/00 – 10/30/06	\$ 8,245,809.51
Fund 361-92829	10/31/01 – 10/30/06	\$ 15,390,966.97
Fund 315-93205	10/31/03 – 06/30/15	\$ 974,508.94

State	\$7,000,000.00
Pinellas County	\$7,000,000.00
City of Clearwater	\$3,500,000.00
Phillies	\$3,000,000.00
Phillies Additional Max	\$2,000,000.00
	\$22,500,000.00

Journal Date	Tr Journal SM Ty Code	Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance
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0315-93205-50000-000-000-0000

0315-93205-50000-000-000-0000 *Program/Project Budget *

Currency: USD US Dollars

*** No Transactions in selected period ***

Opening Balance	0.00	0.00	0.00
Closing Balance	0.00	0.00	0.00

0315-93205-530300-575-000-0000 Other Contractual Serv

Currency: USD US Dollars

1-OCT-2014	PO IN POINV	02073559	0002	THYSSENKRUPP/1400047 BHF Qtr 03		403,247.50	0.00	403,247.50
				MISC ELEVATOR SERVICE	613300	1,755.74		1,755.74
				3001360609	BR509618			
30-JAN-2015	PC IN APINV	00550472	0003	recover stadium seats for BH 04		800.00		2,555.74
				CANVAS CRAFTS	EKLEINMAN-374			
1-JAN-2015	PO IN POINV	02091201	0002	THYSSENKRUPP/1413547,Brighthou 04		1,812.82		4,368.56
				MISC ELEVATOR SERVICE	617545			
				3001515237	BR509618			
10-JAN-2015	PO IN POINV	02091887	0002	JAM520INC/1311123, SVC, BHF 04		2,396.59		6,765.15
				THIS BLANKET PURCHASE	617816			
				JAM 520 INC	BR510546			
				01102015				
30-DEC-2014	PO IN POINV	02109076	0002	THYSSENKRUPP/1413547,BrightH,R 05		462.04		7,227.19
				MISC ELEVATOR SERVICE	623124			
				5000279206	BR509618			
11-MAR-2015	AP IN APINV	00558785	0003	GRINERENGINE INV 15021-1		250.00		7,477.19
				GRINER ENGINEERING INC	116566-5			
				15021-1				
30-JAN-2015	PO IN POINV	02112351	0002	MCCARTHY ASS/Professional Eng 06		3,600.00		11,077.19
				MCCARTHY & ASSOCIATES INC	ST111417			
				081065				
30-JAN-2015	PO IN POINV	02113895	0002	MCCARTHY ASS/Structural Engine 06		3,750.00		14,827.19
				MCCARTHY & ASSOCIATES INC	ST11466			
				081066				
31-MAR-2015	PC IN POINV	02122958	0002	Obtaining Building Permit to 06		1,500.00		16,327.19
				Obtaining Building Per	628515			
				ELDORADO MIRANDA MFG CO	ST111484			
				31115-01				
20-MAR-2015	PO IN POINV	02129916	0002	MCCARTHY ASS/Professional Engi 07		200.00		16,527.19
				MCCARTHY & ASSOCIATES INC	ST111591			
				081163				
15-APR-2015	PO IN POINV	02133176	0002	WANNEMACHERR/Limited Reserve S 07		2,500.00		19,027.19
				WANNEMACHER JENSEN ARCHITECTS	631144			
				Limited Reserve Study	ST111581			
				1506.01				

Journal Date	Tr Journal SM Ty Code	Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance
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0315-93205-530300-575-000-0000

18-JUN-2015 PO IN POINV 02163229 0002 WANNEMACHERR/Limited Reserve S 09

51,422.19

WANNEMACHER JENSEN ARCHITECTS Limited Reserve Study

1506.02

641742

ST111581

32,395.00

20-MAR-2015 PO IN POINV 02164169 0002 MCCARTHY ASS/Structural Engine 09 1,250.00 52,672.19
 Existing scoreboard w/ 641989
 MCCARTHY & ASSOCIATES INC 081165 ST111466
 Closing Balance 455,919.69 0.00 455,919.69

0315-93205-541600-575-000-0000 Bldg & Maint-VARIABLE Currency: USD US Dollars

23-JAN-2015 GL JB V008 00100128 0015 BLDG & MAIN VAR P3 04 Opening Balance 210,038.66 210,038.66
 942.76 942.76

11-FEB-2015 GL JB V008 00100129 0020 BLDG & MAINT VAR P4 05 7,473.75 8,416.51

Closing Balance 218,455.17 0.00 218,455.17

0315-93205-543400-575-000-0000 Printing & Binding Currency: USD US Dollars

*** No Transactions in selected period ***
 Opening Balance 275.75 275.75
 Closing Balance 275.75 0.00 275.75

0315-93205-544100-575-000-0000 Equipmt Rental Currency: USD US Dollars

*** No Transactions in selected period ***
 Opening Balance 4,881.40 4,881.40
 Closing Balance 4,881.40 0.00 4,881.40

0315-93205-546200-575-000-0000 Other Equip Svc & Repair Currency: USD US Dollars

*** No Transactions in selected period ***
 Opening Balance 50.69 50.69
 Closing Balance 50.69 0.00 50.69

GB_GL_R_003 15-JUL-2015 08:12 0: : City of Clearwater Ross iRen (PROD) :: Page 3
 Balance Type : ACTUAL General Ledger Detail By Fund - From Period 1 to 9, 2015

Journal Date	Tr SM Ty Code	Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance
0315-93205-550400-575-000-0000							

0315-93205-550400-575-000-0000 Operating Supplies & Matls Currency: USD US Dollars

30-JAN-2015 PC IN APINV 00551003 0003 Fiberglass Expansion Joints 04 Opening Balance 49,703.41 49,703.41
 TACK & WARREN INC 126376 LCHIN-222 280.00 280.00

30-JAN-2015 PC IN POINV 02097907 0002 Aluminum Plating for Bright 04 3,000.00 3,280.00
 Aluminum Plating for B ST111302 619895

31-MAR-2015 PC IN APINV 00562500 0003 Cabinet/B.House Video Board 06 1,000.00 4,280.00
 TACK & WARREN INC 143959 LCHIN-232

31-MAR-2015 PC IN APINV 00562501 0003 wall steel -gilles hood/frayer 06 760.00 5,040.00
 ELDORADO MIRANDA MFG CO 31115-02 LCHIN-233

14-MAR-2015 PO IN POINV 02131295 0002 AQUALITYELEC/3605/labor and ma 07 931.00 5,971.00
 A QUALITY ELECTRIC CO OF TAMPA 3605 BR510582
 16-APR-2015 PO IN POINV 02133175 0002 TURBOLINKINT/Wall Padding with 07 5,895.00 11,866.00
 Wall Padding with 2-Tr 631143
 TURBO LINK INTERNATIONAL INC I-3923 ST111350
 16-APR-2015 PO IN POINV 02135374 0002 AQUALITYELEC/3614/labor & mat. 07 260.00 12,126.00
 A QUALITY ELECTRIC CO OF TAMPA 3614 BR510582
 4-JUN-2015 PO IN POINV 02164171 0002 MCCARTHY_ASS/Kiosk Range Hood 09 574.17 12,700.17
 Kiosk Range Hood Struc 641991
 MCCARTHY & ASSOCIATES INC 081781 ST111823

----- Closing Balance 62,403.58 0.00 62,403.58 -----

Currency: USD US Dollars

0315-93205-550803-575-000-0000 Construction Materials
 *** No Transactions in selected period ***
 Opening Balance 960.65 960.65
 Closing Balance 960.65 960.65

Currency: USD US Dollars

0315-93205-552500-575-000-0000 \$1000-\$4999 Mach & Equip
 Opening Balance 0.00 0.00

GB GL R 003 15-JUL-2015 08:12 General Ledger Detail by Fund - From Period 1 to 9, 2015 Page 4
 Balance Type :ACTUAL

Journal Date	SM Ty Code	Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance
0315-93205-552500-575-000-0000							

31-MAR-2015 PC IN POINV 02122959 0002 Draft Beer Cooler-Bright 06 2,743.59 2,743.59
 DL FOODSERVICE DESIGN LLC SO10594 ST111325
 ----- Closing Balance 2,743.59 0.00 2,743.59 -----

Currency: USD US Dollars

0315-93205-562000-575-000-0000 Ground-Constr City Empl
 6-FEB-2015 PO IN POINV 02110950 0002 AQUALITYELEC/3598/ 0.00 0.00
 A QUALITY ELECTRIC CO OF TAMPA 3598 BR510582 650.00 650.00
 ----- Closing Balance 650.00 0.00 650.00 -----

Currency: USD US Dollars

0315-93205-562500-575-000-0000 Grounds-Mat1 Purchase
 *** No Transactions in selected period ***
 Opening Balance 2,192.95 2,192.95
 Closing Balance 2,192.95 2,192.95

0315-93205-563500-575-000-0000 Grounds-Contract
 Currency: USD US Dollars

12-NOV-2014	PO IN POINV	02072653	0002	CAPEFEARSYST/ADA Tiles for Bri 03 ADA Tiles for Bright H III-10605	ST111167	115,625.82 2,787.38	0.00	115,625.82 2,787.38
15-JAN-2015	PO IN POINV	02096419	0002	GROZCONSTRU/01152015-B/House 04 Various concrete flatw 01152015	BR510509	1,307.00		4,094.38
Closing Balance						119,720.20	0.00	119,720.20

GB GL R 003 15-JUL-2015 08:12
 Balance Type :ACTUAL
 0: : City of Clearwater Ross iRen (PROD) ::
 General Ledger Detail by Fund - From Period 1 to 9, 2015

Journal Date	SM Ty Code	Tr Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance	Page
0315-93205-563800-575-000-0000								5
Closing Balance						5,216.00	0.00	5,216.00
Closing Balance						5,216.00	0.00	5,216.00

0315-93205-565800-575-000-0000 Cost Matl & Services
 Currency: USD US Dollars

28-JAN-2015	PC IN POINV	02096524	0002	1311123,BrightH,Drippan BPO for miscellaneous 876885000	619142 BR507878P	100,750.01 47.00	0.00	100,750.01 47.00
28-JAN-2015	PC IN POINV	02096525	0002	1311123,BrightH,Tape,Pipewrap 04 BPO for miscellaneous 1226722410	619143 BR510453P	120.07		167.07
30-JAN-2015	PC IN POINV	02097838	0002	141141,BrightH,Paint PORTER PAINTS EPAY 9174020451	BR510029P	122.19		289.26
Closing Balance						101,039.27	0.00	101,039.27
Expenses Sub-totals						974,508.94	0.00	974,508.94
Center/Project Totals						974,508.94	0.00	974,508.94

GB GL R 003 15-JUL-2015 08:12
 Balance Type :ACTUAL
 0: : City of Clearwater Ross iRen (PROD) ::
 General Ledger Detail by Fund - From Period 1 to 9, 2015

Journal Date	SM Ty Code	Tr Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance	Page
0315-93205-563800-575-000-0000								5
Closing Balance						101,039.27	0.00	101,039.27
Expenses Sub-totals						974,508.94	0.00	974,508.94
Center/Project Totals						974,508.94	0.00	974,508.94

Fund Totals

Total Assets	974,508.94	0.00	974,508.94
Total Liab & Equity		0.00	0.00
Total Revenue		0.00	0.00
Total Expenses		974,508.94	974,508.94
Balance			974,508.94

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0: : City of Clearwater Ross iRen (PROD) ::
 General Ledger Detail by Fund - From Period 1 to 9, 2015

Balance Type :ACTUAL

Journal Date	Tr SM Ty Code	Journal Number	Journal Line Description	Pd No Memo	Debit	Credit	Balance

0315-93205-565800-575-000-0000							

GRAND TOTAL for Currency USD US Dollars

Total Assets	974,508.94	0.00	974,508.94
Total Liab & Equity		0.00	0.00
Total Revenue		0.00	0.00
Total Expenses		974,508.94	974,508.94
Balance			974,508.94

*** Selection Criteria ***

Field Name	Selection Values
Company Code	= 0
GL Account	AMONG 031593205500000000000000000000-03159320556580057500000000
Currency	AMONG USD
Balance Type	= ACTUAL
Year	= 2015
Period	AMONG 1-9
One Account Per Page	= N
Include Open Balance	= N

***** End of Report *****

**SPORTS FACILITY
USE AGREEMENT**

by and among

THE CITY OF CLEARWATER, FLORIDA

and

THE PHILLIES

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EXHIBITS

EXHIBIT A Expedited ADR

SPORTS FACILITY USE AGREEMENT

THIS SPORTS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of December 31, 2000, by and among THE CITY OF CLEARWATER, FLORIDA, a municipal corporation ("City") and THE PHILLIES, a Pennsylvania limited partnership ("The Phillies").

1. Recitals.

Unless otherwise defined herein, capitalized terms used in this Section 1 shall have the meaning ascribed to them in Section 2 of this Agreement.

1.1 Club. The Phillies owns the Philadelphia franchise for a MLB club in the National League of Professional Baseball Clubs.

1.2 Economic and Industrial Development. The City may in accordance with applicable Florida law engage in economic and industrial development activities (such as those contemplated by this Agreement) which improve the condition of the residents and businesses of the City, which contribute to the overall economic condition of the City as a whole, and which may provide jobs for residents of the City as well as providing recreational and entertainment activities for the use and enjoyment of the residents of the City.

1.3 Intergovernmental Agreement. The City and The Phillies believe that conducting The Phillies' MLB Spring Training Season games in Clearwater will create significant economic, recreational, cultural and other benefits to Clearwater and to Pinellas County. For the foregoing reasons, the City is concurrently herewith entering into an intergovernmental agreement with Pinellas

County for funding of a portion of the costs of the development of the Sports Facility as contemplated by the SFDA. In addition, the City has represented to The Phillies and The Phillies acknowledge that the City has represented to it that the City is unable to finance the public sector costs of the Sports Facility but for the assistance and cooperation of and providing of funds by other Public bodies.

1.4 Spring Training Season. The Phillies is willing to conduct its home Spring Training Season activities at the Sports Facility, on the terms set forth in this Agreement.

1.5 Public Interest. The City finds that this Agreement is in the public interest and that the public funds are to be expended for a public purpose.

2. Definitions.

The following terms shall have the meanings ascribed to them as follows:

2.1 "Affiliate" or "Affiliated" of any Person (the "Subject Person") means any other Person who (i) controls, is directly or indirectly controlled by, or is under common control with, the Subject Person; or (ii) is a general partner, officer or director of the Subject Person or of any Person described in clause (i) above.

2.2 "Civic Event" means an event (which may, but need not, be a Revenue Event) held at the Sports Facility which is for charitable, community or civic purposes, the net ticket revenues from which, if any, may be distributed only to a charitable, community or civic organization.

2.3 "Claim" shall have the meaning set forth in Section 13.3.

2.4 "Club" means the MLB franchise owned by The Phillies, or successors thereto.

2.5 "Commercial Space" means the space and facilities in the Sports Facility that are described as such in the Scope of Work.

2.6 "Consulting Engineer" means a qualified consulting engineer mutually selected and equally paid by the parties, as provided in Section 9.2 hereof.

2.7 "CPI Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers specified for "All Items" for Tampa, St. Petersburg and Clearwater, Florida published by the Bureau of Labor Statistics of the United States Department of Labor (1982 - 84 =100). If the method by which such index is calculated is hereafter substantially changed, appropriate adjustments will be made by the parties to produce results approximating as nearly as possible the results which would have been obtained absent such change. A change in the base year shall be deemed such a substantial change. If the index is no longer published or otherwise becomes unavailable to the public, a reasonable substitute index shall be mutually agreed upon by the City and The Phillies.

2.8 "CPI Adjustment" shall have the meaning set forth in Section 6.1.

2.9 "Concession Facilities" means these portions of the Sports Facility (other than the Commercial Space), used for the preparation, storage, display and sale of food, beverages, merchandise and other products at events.

2.10 "Default" shall have the meaning set forth in Section 17.1.

2.11 "Defaulting Party" shall have the meaning set forth in Section 17.1.

2.12 "Default Rate" means an annual rate of interest equal to the prime rate of interest charged from time to time by Citibank (or some other bank agreed upon by the parties) plus one and one-half percent but in no event greater than the amount permitted by Chapter 218, Part VII, Florida Statutes. As used in the preceding sentence, the "prime rate of interest charged from time to time by Citibank shall mean the rate of interest announced from time to time by Citibank for loans to its commercial customers with the highest credit rating.

2.13 "Disaster Staging Uses" shall have the meaning set forth in Section 5.5.

2.14 "Environmental Laws" means any and all currently existing or subsequently enacted or effective federal, state, and local laws, statutes, codes, rules, regulations, ordinances, orders, standards, permits, licenses and requirements (including, but not limited to, consent decrees, judicial decisions and administrative orders) and any amendments, implementing regulations and reauthorizations thereto in effect during the Term regulating, dealing with, pertaining to or imposing liability or standards of conduct concerning the use, exposure, generation, manufacture, transportation, treatment, storage, disposal, emission, release, discharge, remediation or abatement of hazardous substances, or the preservation, conservation or regulation of the environment.

2.15 "Event" means a Phillies Event, a Partnership Event or a Civic Event.

2.16 "Expedited ADR" means the Expedited Alternative Dispute Resolution procedures attached to this Agreement as Exhibit A.

2.17 "Fields" means collectively the three baseball playing fields within the Sports Facility.

2.18 "Force Majeure" shall have the meaning set forth in Section 19.4.

2.19 "Grapefruit League" means the collection of MLB clubs that conduct their spring training operations in the State of Florida and who play exhibition games among each other during the spring training season, which collection is commonly known and referred to as the Grapefruit League.

2.20 "Home Game" means every regularly scheduled Grapefruit League exhibition game to be played between the Club and a MLB team during the Spring Training Season of each year during the Term (exclusive of so-called "B games"), including split-squad games, as to which the Club is designated as the home team. (For this purpose, the term "B game" shall mean the one game

of two, that are played by The Phillies on the same day for which no admission is charged and which may be played either at the Stadium or at another location, such as the Carpenter Complex.

2.21 "Improvements" means the Stadium, and all other improvements to real property now or hereafter located on the Site, including, without limitation, all improvements described in the Scope of Work and the Site Plan.

2.22 "Legal Requirements" means all federal, state, county, municipal and other governmental laws (including applicable constitutions), ordinances, codes, rules, regulations, statutes and orders (including court and administrative agency orders), all covenants and restrictions of record and the requirements of all fire insurance underwriters or rating bureaus, applicable to the Sports Facility.

2.23 "Luxury Suites" means the private suites identified as such on the Scope of Work.

2.24 "Minor League Affiliate" means any minor league team which has a player development agreement with or is an Affiliate of The Phillies.

2.25 "MLB" means Major League Baseball or any successor or substitute association or other entity which engages in professional baseball competition comparable to Major League Baseball, of which The Phillies is or becomes a member.

2.26 "MLB Agreements" means the following governing documents and agreements, as they may be amended from time to time: the Major League Constitution, the Major League Rules, the Major League Agreement, the Major League Central Fund Agreement, the collective bargaining agreement between the MLB and the MLB Players Association, the directives, rules and bulletins from the National League of Professional Baseball Clubs and/or the Office of the Commissioner of MLB and the Professional Baseball Leagues Agreement and any future MLB instruments or

requirements which may govern The Phillies and/or with respect to which The Phillies is required to comply.

2.27 "Non-Defaulting Party" shall have the meaning set forth in Section 17.1.

2.28 "Office Space" means the space in the Sports Facility provided to The Phillies for office purposes, as shown in the Scope of Work.

2.29 "Offset Amount" means for each calendar year during the Term the sum of (i) all reimbursements by The Phillies' relating to field maintenance supplies, as contemplated by Section 9.1; (ii) The Phillies Utilities Share; and (iii) all Sports Facility operating and maintenance labor costs paid by The Phillies.

2.30 "Partnership Event" shall have the meaning set forth in Section 5.4.

2.31 "Person" means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

2.32 "Phillies Event" means an Event conducted by or for The Phillies at the Sports Facility, including without limitation MLB and Minor League baseball games, but excluding Partnership Events and Civic Events.

2.33 "Phillies Exclusive Use Areas" means the Office Space and any other spaces (such as the weight training rooms) identified as such in the Scope of Work.

2.34 "Phillies Maintenance Obligations" shall have the meaning set forth in Section 9.1.

2.35 "Phillies Possessory Tax Share" shall have the meaning set forth in Section 11.1.

2.36 "Phillies Users" shall have the meaning set forth in Section 5.

2.37 "Phillies Utilities Share" shall have the meaning set forth in Section 8.2.

2.38 "Public Uses" shall have the meaning set forth in Section 5.2.

2.39 "Revenue Event" means any use of the Sports Facility for concerts, plays, pageants or other revenue producing events unrelated to MLB or minor league baseball, for which a paid admission is required to attend.

2.40 "Satisfaction Date" shall have the meaning set forth in Section 20.3.

2.41 "Scope of Work" means the schematic drawings and program narrative set forth in an Exhibit to the SFDA.

2.42 "SFDA" means the Sports Facility Development Agreement to be entered into between the City and The Phillies, pursuant to which The Phillies will construct the Sports Facility on the Site on behalf of the City.

2.43 "Site" means the land area described in the Site Plan.

2.44 "Site Plan" shall mean the Exhibit to the SFDA designated as the Site Plan.

2.45 "Sports Facility" means the Site and all Improvements now or hereafter located on it as described in the Scope of Work and the Site Plan and all personal property used in connection therewith other than personal property owned by The Phillies.

2.46 "Sports Facility Manager" shall mean City's Park & Recreation Director or his or her designee.

2.47 "Spring Training Season" shall mean the period in each calendar year in which spring training activities are customarily conducted for MLB teams, which period currently commences on or about February 15 of each year and ends on or about March 31 of each year.

2.48 "Stadium" means the baseball stadium building located in the Sports Facility where Home Games are to be played by The Phillies, including (in addition to the stadium building itself)

the public Parking Lots adjacent to the stadium building, and all landscaped areas and other improvements to real property related to the stadium building, all as more fully described in the Scope of Work and the Site Plan.

2.49 "Term" shall have the meaning set forth in Section 3.1.

3. Term.

3.1 Initial Term. The initial term of this Agreement shall commence ("Commencement Date") on the later of (i) January 1, 2003 or (ii) the date on which the entire Sports Facility is "Complete" (as defined in the SFDA) and shall end on December 31 of the year in which occurs The Phillies' twentieth full Spring Training Season at the Sports Facility . The "Term" shall mean the initial term as such term may be extended, renewed or terminated as provided for in this Agreement.

3.2 Rights of The Phillies Prior to Commencement Date. This Agreement becomes effective as of the date hereof. Prior to the Commencement Date, The Phillies shall have all rights hereunder necessary or convenient to enable The Phillies to prepare for its operations at the Sports Facility during the Term and to the exercise of the approvals and consents granted to it hereunder and under the SFDA, including, without limitation, the right to enter onto the Sports Facility. The Phillies' rights, obligations, and duties pursuant to Section 13 shall be applicable to any such activities of The Phillies at the Sports Facility prior to the Commencement Date.

3.3 Options to Renew. The Phillies shall have, and the City hereby grants to The Phillies, the option of renewing this Agreement and of extending the initial term for an additional five-year period, on the same terms as are set forth in this Agreement. That option shall be exercisable by The Phillies by written notice to the City not less than one year prior to the then scheduled expiration of the Term; provided that the option may not be exercised at a time when The Phillies are in Default

hereunder. If The Phillies duly exercise that option and if the parties hereto shall thereafter so agree, this Agreement may be extended for three additional five-year periods, on such terms as may be contained in such future agreements to extend.

3.4 Jack Russell Stadium Lease. The lease between the City and The Phillies relating to Jack Russell Stadium, as heretofore and hereafter amended, shall, without further act or deed, end on the Commencement Date, as if the Commencement Date had been expressly fixed in that lease as the last day of the term thereof.

4. Certain Covenants of the Parties.

4.1 Ownership of Sports Facility. The City covenants and agrees that, at all times during the Term, the Sports Facility will be owned by the City, with complete and sufficient right to make use of the Sports Facility available to The Phillies on the terms and with the rights herein provided, subject only to restrictions of record as of the date hereof as reflected in the title report delivered by the City pursuant to the SFDA. This Agreement does not create or grant any real property interest or similar right, title or interest in the Sports Facility to The Phillies or any of its Affiliates.

4.2 Delivery of the Sports Facility. Subject to the timely completion of all actions required of The Phillies under the SFDA, the City covenants and agrees to make the Sports Facility available for The Phillies' use on the Commencement Date, in a new, clean and completed condition, and that the Sports Facility, in its condition as existing on the Commencement Date, shall be in full compliance with all applicable Legal Requirements then in effect, all in accordance with the SFDA.

4.3 Home Field Commitment. Subject to Force Majeure and the requirements of any MLB Agreements and so long as City is not in Default, The Phillies covenants and agrees that it shall, during the Term, utilize the Stadium as its "home field" for all Home Games; provided,

however, nothing contained herein shall limit The Phillies' right to be occasionally designated and act as home team for games at venues other than the "home field" of either participating team (recent examples of which have been games played in Las Vegas and Seattle).

4.4 Florida State League Commitment. Subject to Force Majeure and the requirements of any MLB Agreements and so long as the City is not in Default, The Phillies covenants and agrees that it will during the Term cause a Minor League Affiliate in the Florida State League to play its regularly scheduled home games at the Sports Facility during the first three full Florida State League seasons following the commencement of the Term.

4.5 Environmental Laws Indemnity. The City covenants and agrees to indemnify, defend and hold harmless The Phillies from any liabilities arising under the Environmental Laws from the use of the Sports Facility by Phillies Users as contemplated by this Agreement, except to the extent such liabilities may be caused by the wrongful or negligent act of a Phillies User.

5. Use of Sports Facility. The exclusive right to use the Sports Facility shall throughout the Term be vested solely in The Phillies and its Affiliates and its and their partners, officers, employees, licensees, franchisees, independent contractors and permittees ("Phillies Users"), subject only to the limitations and exceptions hereinafter in this Section specifically set forth.

5.1 Phillies Use. The Phillies Users may use the Sports Facility only for the following purposes:

5.1.1 For all MLB Spring Training Season operations, including without limitation playing Home Games, so-called "B games" and intra-squad games and training and player development activities.

5.1.2 For all Minor League spring training season operations, including without limitation playing home games and intra-squad games and training and player development activities.

5.1.3 For all Minor League regular season operations, including without limitation playing Florida State League and Gulf Coast League home games and intra-squad games and training and player development activities, and any Minor League playoff and championship games and Minor League all-star games.

5.1.4 For all Florida Instructional League operations, including without limitation home games and intra-squad games and training and player development activities.

5.1.5 For all MLB and Minor League "mini-camp" operations, including without limitation intra-squad games and training and player development activities.

5.1.6 For all baseball fantasy camp, youth camp, youth instructional and like activities.

5.1.7 To use the Office Space for any office uses, in the pursuit of any aspect of the business and operations of the Phillies Users whatsoever.

5.1.8 To use the Commercial Space as a restaurant/sports bar, souvenir/sporting goods store and/or other synergistic uses open to the general public.

5.1.9 For Phillies Events.

5.1.10 For Civic Events sponsored by The Phillies, alone or with the City.

5.1.11 For any other lawful purpose directly or indirectly related to any of the foregoing uses.

5.2 Public Uses. Subject to Section 5.3, City shall have the right to authorize use of the Sports Facility for these, and only these purposes (the "Public Uses"):

5.2.1 For baseball and softball games played without an admission charge by St. Petersburg Junior College, Clearwater's two public high schools and youth baseball and like organizations; provided, however, that the user shall reimburse The Phillies for the cost of The Phillies Maintenance Obligations allocated to such games played other than by St. Petersburg Junior College and Clearwater High School.

5.2.2 For any other Civic Events proposed by the City and approved by The Phillies, such approval not to be unreasonably withheld.

5.2.3 For Partnership Events, at the rate of up to twelve per calendar year during the Term.

5.2.4 For Disaster Staging Uses.

5.3 Limitations on Public Uses. The Public Uses shall be subject to the following limitations:

5.3.1 Public Uses shall be limited to those areas of the Sports Facility that are necessary and appropriate therefor in each instance and in no event shall use be made of the Phillies Exclusive Use Areas (of which The Phillies are hereby granted the exclusive right to use). Whether the Commercial Space and/or the Concession Facilities shall be operated during Events which constitute Public Uses (any such operations to be effected solely by The Phillies and/or any concessionaire of The Phillies) shall be determined by The Phillies at its discretion; provided, however, that when requested by the City in respect of any Events which constitute the Public Uses where attendance is reasonably projected to exceed 200, Concession Facilities shall be opened by

The Phillies, to the extent that The Phillies deem appropriate, based on a reasonable estimate of attendance.

5.3.2 The City shall make mutually satisfactory arrangements in advance with The Phillies, for The Phillies to provide (but at the expense of the City) appropriate staffing and operations during each Event which constitutes a Public Use, such as ticket takers, ushers, parking attendants, food and beverage preparers and servers, security and paramedical personnel.

5.3.3 Each Public Use may be scheduled only at a time that is reasonably acceptable to The Phillies, it being understood that each of the uses specified in Sections 5.1.1 through 5.1.6 inclusive shall have absolute scheduling priority over every Public Use, except Disaster Staging Uses.

5.3.4 Each Public Use (other than those provided for in Section 5.2.1 and 5.2.4) shall be subject to The Phillies' prior approval, which may be withheld by The Phillies only if in its reasonable judgment conducting the Public Use at the Sports Facility would risk damage to the playing fields or cause unreasonable wear and tear to structures or, in the reasonable judgment of The Phillies, be inconsistent with the image of MLB and The Phillies.

5.4 Partnership Events. The City shall be responsible at its expense to book, manage and conduct significant Revenue Events at the Sports Facility, at a rate of at least six but not more than twelve per calendar year throughout the Term (each, a "Partnership Event"). For purposes hereof, a "significant Revenue Event" shall mean an Event, the reasonably anticipated net revenues from which are expected to be not less than \$15,000 (in 2003 dollars, subsequently adjusted by the CPI). The Phillies shall be responsible for ticket taking, food and beverage, merchandise and broadcasting

operations only, at prices set by The Phillies subject to the City's approval, not to be unreasonably withheld.

5.5 Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Sports Facility as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to The Phillies and (ii) the City will immediately restore any resulting damage to the playing field or any other element of the Sports Facility caused as a result of the Disaster Staging Use. (Any loss caused by the natural disaster, as opposed to the City's Disaster Staging Use, is governed by Section 14 hereof.) The City shall not be responsible to The Phillies for any loss of revenue or consequential damages resulting from Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the Sports Facility to The Phillies immediately following the end of the disaster.

6. Use Fee. From and after the Commencement Date, The Phillies shall pay, in arrears, a use fee to the City at the rate of \$70,000 per calendar year during the Term, subject to adjustment pursuant to Section 6.1 (as so adjusted, the "Use Fee") and to offset pursuant to Section 6.2. The Use Fee for each calendar year during the Term shall be payable by March 31st of the following year.

6.1 Adjustment. The Use Fee for the second and each subsequent full calendar year during the Term shall be subject to an adjustment (a "CPI Adjustment"), for any change in the CPI Index between that for December of the year prior to the first such full calendar year and that for December of the year prior to the calendar year with respect to which the calculation is being made.

6.2 Offset. The Phillies may offset against and deduct from the Use Fee payable in respect of any whole or partial calendar year during the Term, the Offset Amount attributable to that period.

7. Revenues. Except as otherwise specifically provided in this Section 7, The Phillies alone shall be entitled to retain all revenues generated on and from the Sports Facility during the Term from all sources whatsoever, including by way of illustration but not limitation, all ticket, premium seating, luxury suite, food and beverage, signage, merchandise, broadcasting, sponsorship and parking revenues and all revenues from the operation of the Commercial Space and fantasy camps.

7.1 Revenues from Partnership Events and Civic Events. All ticket, food and beverage, merchandise, parking and broadcasting revenues generated on and from the Sports Facility (excluding only revenues derived from the Luxury Suites and the Commercial Space) attributable to each Partnership Event and each Civic Event, net of the direct incremental cost to The Phillies of operating and maintaining the Sports Facility (excluding the Luxury Suites and the Commercial Space) attributable solely to such use (which shall not include administrative or overhead costs or the like or any utility charges or other costs that would have been incurred irrespective of such use) will be: (i) in the case of Partnership Events, shared equally by The Phillies and the City; and (ii) in the case of Civic Events, will be retained by The Phillies (except for any net ticket revenues, which shall be distributed by The Phillies to the appropriate charitable, community or civic organization), in each case within thirty days following the Event. The Phillies shall institute a method of accounting for the collection and calculation of the net revenues collected in respect of Partnership Events and Civic Events and shall furnish to the City appropriate accounting statements in respect of such Events, which shall be prepared in accordance with generally accepted accounting

principles. The City may, upon reasonable notice and during normal business hours, examine, inspect and copy the books and records of The Phillies pertaining to such net revenues and, at its own expense, cause an audit to be performed of such pertinent books and records.

7.2 Naming Rights. The City hereby grants to The Phillies the power and authority from time to time during the Term to assign or license to a third party the right to name (i) all (e.g. "ABC Sports Facility" or "DEF Stadium") or (ii) portions (e.g. "GHI Bullpen" or "JKL Pavilion") of the Sports Facility and to retain all net proceeds therefrom. The term "net proceeds" for this purpose means the gross proceeds from the assigning or licensing of such naming rights less any direct costs associated with conducting the naming process and, in cases where any additional benefits (e.g. suite usage, tickets, stadium signage, advertising etc) may be included as part of the naming rights package and not separately priced, then the fair market value of such additional benefits shall also be deducted. The City shall have the right to disapprove any such name only, if in the City's reasonable judgment, such name is inconsistent with a wholesome public image for the Sports Facility. The net proceeds from any naming of the whole Stadium or the Sports Facility referred to in clause (i) (but not from any naming of portions thereof, as referred to in clause (ii)) shall be shared as follows: two-thirds to The Phillies and one-third to the City.

7.3 Signage During Partnership and Civic Events. Temporary signs identifying and promoting participants in or sponsors of Partnership Events or Civic Events may be displayed during the Event, provided, however, that: (i) no such signage shall relate to a product, service or Person which competes with the Person (or that one Person from time to time designated by The Phillies, at any time or times when there may be more than one such Person) for which all or any part of the Sports Facility is named or with that Person's products or services or with any products or services

designated by The Phillies as falling within either of up to two exclusive product categories (e.g. soft drinks, beer, banking etc) for the Sports Facility; (ii) no such display may obscure fixed signage then located in the Sports Facility; and (iii) the City shall be responsible at its expense for the removal thereof immediately upon conclusion of the Event.

8. Operation of the Sports Facility. Subject to Section 5.5, The Phillies shall have the sole right and obligation to operate the Sports Facility during the Term (which it shall do in a first-class manner and in compliance with all applicable Legal Requirements), including without limitation, the right and obligation to perform any ticket taking, food and beverage, merchandising, parking and broadcasting operations.

8.1 Operating Staff. The Phillies shall employ or retain all Persons necessary to discharge its operating responsibilities and shall bear the expense of their compensation.

8.2 Utilities. All electric, gas, water, sanitary sewer, storm sewer and trash disposal service provided to and used at the Sports Facility during the Term will be contracted for and either paid by the City or shall be provided by the City. The Phillies will reimburse the City for twenty-five percent of the total cost thereof as incurred by the City and at the rate charged to similar users, in the case of utilities supplied by the City, payable within thirty days of each monthly bill therefor from the City, accompanied by evidence of payment and/or of such rates so charged (such twenty-five percent reimbursements are herein referred to as the "Phillies Utilities Share")

8.3 Parking. In addition to operating all parking areas at the Sports Facility, The Phillies shall have the right to make arrangements for offsite parking for Events at the Sports Facility, including without limitation at the Carpenter Sports Facility, St. Petersburg Junior College and under the Florida Power Corporation right of way. For each Home Game, The Phillies will engage such

civic organization that the City shall propose (subject to The Phillies' approval, not to be unreasonably withheld) to staff the public parking areas at the Sports Facility and at any utilized offsite parking areas. The Phillies will pay to that organization for such services an honorarium of \$1,250 per Game, which figure shall be subject to a CPI Adjustment.

8.4 City Services. City will provide all appropriate City services at appropriate levels of coverage for all Events, including without limitation, police surrounding the Sports Facility for security and traffic control purposes and to prevent scalping and unauthorized sale of merchandise at the Sports Facility and paramedical services. (For this purpose, "scalping" shall mean the selling of tickets for more than \$1 above face amount, and the "unauthorized sale of merchandise" shall mean the sale of goods by a Person who has not been authorized by The Phillies to make such sales and the sale of unlicensed goods, whenever a license is required for such sale to be given by The Phillies, MLB or other holders of the marks embodied on such goods.) The Phillies will provide necessary security and paramedical services within the Sports Facility.

9. Maintenance and Repair of Sports Facility. The following provisions govern the maintenance and repair of the Sports Facility.

9.1 Phillies Cleaning and Maintenance Obligations. The Phillies shall have the obligation to keep the Sports Facility clean and to provide light housekeeping (e.g. changing bulbs, towels, etc) for the interior areas of the Sports Facility. The Phillies shall be responsible for the ordinary and customary day-to-day maintenance of the following (and only the following) portions of the Sports Facility: (i) the playing fields, (ii) the Phillies Exclusive Use Areas, (iii) the Luxury Suites, and (iv) the Commercial Space (together, the "Phillies Maintenance Obligations"). The City shall acquire for and supply to The Phillies all field care (e.g. clay, sod, sand, fertilizer and chemicals) and other

supplies necessary for The Phillies to discharge the Phillies Maintenance Obligations relating to the playing fields, and The Phillies shall reimburse the City for its actual out-of-pocket costs therefor. Notwithstanding anything herein to the contrary, any City employee providing City Services to the Sports Facility shall be operating under the direction and control of the City, and shall be subject to any applicable City rule, regulation or policy, provided however, that The Phillies may directly engage City employees during the off-duty time, in which case such City employees shall be deemed to operate under The Phillies control.

9.2 City Maintenance, Repair etc. Obligations. Except for The Phillies Maintenance Obligations, the City shall have the obligation to provide all maintenance, repairs, restorations, refurbishments and replacements, whether interior or exterior, structural or non-structural, routine or extraordinary, ordinary or capital in nature, as shall be necessary to keep the Sports Facility clean, safe and in good order, condition and repair, and in compliance with all applicable Legal Requirements and in first class condition and up to first class MLB spring training stadium standards at the time of reference, provided however, that (subject to Sections 14 and 15 hereof) this obligation shall not operate to require the City to construct a new Sports Facility, or to substantially reconstruct the Sports Facility during the Term hereof. The Consulting Engineer shall annually determine which capital repairs, restorations, refurbishments and replacements are needed to be done currently and which capital repairs, restorations, refurbishments and replacements shall be scheduled to be done in the future, and when. The costs of the Consulting Engineer shall be borne equally by The Phillies and the City. The determinations of the Consulting Engineer shall be conclusive on both the City and The Phillies.

9.3 Upgrading of the Sports Facility. The City shall from time to time, as needed, upgrade, modernize and otherwise improve the Sports Facility so that during the Term of this Agreement, the Sports Facility shall not only meet all applicable MLB standards but shall, in addition, include that level of amenities and technological facilities as is comparable at the time of reference to those of first class MLB spring training facilities of comparable age (such as Roger Dean Stadium in Jupiter, FL, City of Palms Park in Ft. Myers, FL and Hohokam Stadium in Mesa, AZ). Without limiting the generality of the foregoing, at such time as any technological improvements (e.g., video rooms) have been incorporated in at least two of those three comparable MLB spring training facilities, then the City shall install such technological improvements in the Sports Facility. However, this provision shall not require the City to expend monies within the last five years of the Term, unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years.

9.4 Sports Facility Manager. The Sports Facility Manager shall be responsible for the day-to-day oversight of the maintenance, repair and condition of the Sports Facility, and shall be the representative of the City with whom The Phillies may communicate. The Sports Facility Manager shall have authority to bind the City to the fullest extent permitted by law, provided, however, that the Sports Facility Manager shall not have the legal authority to bind the City to financial obligations without the prior approval of City's governing body.

9.5 Personnel. The City shall provide such level of qualified and properly trained personnel to perform its obligations under Section 9.2.

9.6 Capital Expenditures. The Consulting Engineer shall, by November 1 of each calendar year during the Term, submit to the parties his recommendation as to what capital repairs, refurbishments, restorations, replacements and upgrades are to be done currently and schedule those to be done in the future, which are necessary, in the judgment of the Consulting Engineer, in order for the City to fulfill its obligations under this Section 9. On December 1 of each calendar year during the Term the City shall furnish to The Phillies a capital expenditure schedule prepared by the City, with due regard to such recommendations, setting forth in detail the projected capital repairs and improvements expenditures scheduled for the following calendar year and shall appropriately budget any amounts necessary to do so. The Phillies shall be afforded the right to have input in the preparation of such schedule and it shall be subject to The Phillies' approval, which shall not be unreasonably withheld.

9.7 Action by The Phillies. Without limiting The Phillies' rights under Section 17, if The Phillies in good faith determines that any portion of the Sports Facility (excluding only the playing fields) is not being maintained and/or repaired by the City in accordance with the standards and requirements set forth in Sections 9.2, 9.3 and 9.6, The Phillies shall have the right, but not the obligation, to advance funds for or otherwise provide appropriate maintenance and/or repair, subject to the following provisions:

9.7.1 Notice Practicable. If practicable, The Phillies shall give written notice to the City specifying the nature of the required work, and the date by which The Phillies reasonably considers it necessary to commence such work following its receipt of such a notice:

(i) The City may commence such work prior to the date and time so specified by The Phillies and prosecute the same diligently to completion; if the City does so, The Phillies shall not undertake such work itself.

(ii) If the City disputes whether the requested work required to fulfill the City's obligations under this Agreement, the City shall so inform The Phillies in writing prior to the date and time specified by The Phillies in its notice. If the City gives timely notice, the dispute shall be submitted to Expedited ADR prior to the date and time specified by The Phillies in its notice.

(iii) If (a) the City does not commence such work prior to the date and time specified by The Phillies and prosecute the same diligently to completion, or (b) the City fails to give timely notice of a dispute, or (c) it is not practicable to submit the matter to Expedited ADR prior to the date and time specified by The Phillies in its notice, then in any such event, The Phillies may commence the work necessary to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.2 Emergency. If The Phillies in good faith determines that the work must be performed on an emergency basis (that is, it must be performed in order to prevent an imminent danger to health or safety or it is otherwise not practicable to give notice provided in this Section 9.7), then The Phillies may commence work to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.3 Payment to The Phillies. The City shall promptly reimburse The Phillies on demand for any amounts expended pursuant to this Section 9.7 (including interest at the Default Rate from the date that is 30 days after the date of demand until paid if such amount is not paid by the 45th

day following the date of demand). If the City disputes that the work was required to fulfill the City's obligations hereunder, Expedited ADR shall be convened to resolve the dispute.

(i) If and to the extent it is determined by Expedited ADR that work was not required to fulfill the City's obligations hereunder, then The Phillies shall not be entitled to any reimbursement for any sums expended by The Phillies.

(ii) If and to the extent it is determined by Expedited ADR that the work was required to fulfill the City's obligations hereunder, then the City shall immediately reimburse The Phillies for all sums expended by The Phillies on the work, plus interest at the Default Rate.

9.8 Surrender. At the termination of this Agreement, by lapse of time or otherwise, The Phillies shall surrender possession of the Sports Facility to the City and deliver all keys or such other access equipment or devices. In addition, The Phillies shall remove The Phillies' furniture, trade fixtures and other items of movable personal property of every kind and description from the Sports Facility and restore any damage caused thereby, such removal and restoration to be performed prior to the end of the Term or within sixty days following any earlier termination of this Agreement. If The Phillies fail to remove any such items, the City may do so, and The Phillies shall pay to the City upon demand the cost of removal and of restoring the Sports Facility. All obligations of The Phillies under this Section shall survive the expiration of the Term or sooner termination of this Agreement.

10. Alterations and Additions by The Phillies.

10.1 Minor Improvements. The Phillies shall have the right (following reasonable notice thereof to the City for its information only), but not the obligation, to make minor improvements to the Phillies Exclusive Use Areas without City's approval, consisting of any work, installation,

construction or the like which does not require a permit from any federal, state or local governmental agency (e.g., installation of additional shelving in the Office).

10.2 All Other Improvements. Except for the "minor improvements" described in Section 10.1, The Phillies shall not construct any improvements on or otherwise alter, change or improve any part of the Sports Facility, without the prior written consent of the Sports Facility Manager, upon such terms and conditions as he may reasonably deem necessary. Requests by The Phillies to construct any such improvements on or otherwise to alter, change or improve any part of the Sports Facility shall be presented to the Sports Facility Manager in written form and he shall act thereon within a reasonably prompt time. If the Sports Facility Manager gives his consent to The Phillies' undertaking such work (which consent shall not be unreasonably withheld), the consent shall be deemed conditioned upon The Phillies' acquiring any necessary permit to do so from applicable governmental agencies, furnishing a copy thereof to the Sports Facility Manager prior to the commencement of the work and complying with all conditions of said permit in a prompt and expeditious manner.

10.3 Ownership of Such Improvements. All improvements, alterations or other changes made by The Phillies to any part of the Sports Facility pursuant to this Agreement, other than that which is so affixed to the Sports Facility that it cannot be removed without material damage to it, shall remain the personal property or equipment of The Phillies and may be removed by The Phillies upon expiration or termination of this Agreement provided that The Phillies restore and repair any damage caused by the removal.

10.4 No Limitation. Nothing in this Section 10 shall in any way limit or reduce the obligation of the City to maintain the Sports Facility as provided in Section 9 and elsewhere in this Agreement.

11. Taxes.

11.1 Possessory Taxes. It is the intent of the parties that the Sports Facility (land and Improvements) shall be exempt from any and all real property ad valorem taxes and from payments in lieu of such taxes throughout the Term. However, should all or any part or parts of the Sports Facility become subject to any such taxes, then the parties shall each cooperate and use their respective best efforts (i) to cause Pinellas County to return its share of any such taxes and (ii) to secure legislation exempting the Sports Facility from such taxes. In the interim, The Phillies and the City shall each pay one-half of any such taxes, net of any City ad valorem real property taxes, which shall be paid by City. Any such payments by The Phillies are herein referred to as the "Phillies Possessory Tax Share."

11.2 Tax Protection. The City shall throughout the Term hold The Phillies harmless from all other local (as opposed to Federal, State or County) taxes (except for income, sales and like taxes of general application), including without limitation amusement/ticket taxes, any increase in the sales tax rate applicable to tickets, use and occupancy taxes and surcharges on the Stadium or Sports Facility-derived revenues.

12. Insurance.

12.1 Liability Insurance.

12.1.1 Phillies Non-Property Coverage. The Phillies shall maintain at its expense during the Term of this Agreement the following insurance:

(i) Commercial general liability (including athletic participants coverage) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use of the Sports Facility and all areas appurtenant to it. Such insurance shall be on an occurrence basis, providing coverage in an amount not less than \$5,000,000 per occurrence, and not less than \$5,000,000 general aggregate (per location), and not less than \$5,000,000 coverage for products and completed operations liability, and not less than \$5,000,000 coverage for personal and advertising injury, with deductibles of up to \$100,000 per person and \$200,000 per occurrence..

(ii) Statutory workers' compensation and employers' liability coverage in an amount no less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

(iii) Automobile liability for bodily injury and property damage arising from the use of The Phillies' owned, non-owned and hired vehicles, in an amount not less than \$5,000,000 per accident.

(iv) Garagekeepers legal liability coverage in the amount of \$1,000,000.

12.1.2 City's Non-Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following non-property insurance:

(i) Auto Liability and General Liability: Self-Insured Level: \$100,000 per Person/\$200,000 per Occurrence self-insured retention with the statutory limits per Section 768.28

Florida Statutes. Excess Insurance: \$5,000,000 per occurrence excess insurance (no aggregate applicable) with self-insured retention of \$500,000.

(ii) Workers' Compensation: Statutory workers compensation coverage per occurrence with self-insured retention of \$500,000.

12.2 Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following property related insurance:

12.2.1 Property insurance for 100% of full replacement value of the Sports Facility (including all improvements and personal property), with deductibles not exceeding \$50,000 per occurrence against loss by so-called "all risk" perils, including but not limited to fire, extended coverage, storm (including without limitation wind, flood and hurricane coverage), boiler and machinery, vandalism, malicious mischief, flood and earthquake. Such insurance is to contain a replacement cost endorsement, and endorsements eliminating any and all coinsurance provisions.

12.2.2 For any work of construction conducted on the Site by or at the direction of the City, builder's risk insurance with the same limits and coverages as set forth in Subsection 12.2.1, provided that at the City's election, such insurance may be maintained by the contractor(s) performing the construction work at the Sports Facility.

12.2.3 City Property Self-Insurance or Self-Funding. Any provision of this Agreement to the contrary notwithstanding, while the City shall maintain insurance coverage and limits as provided for in this Agreement, parties hereto specifically agree that the City may do so by self-insurance and/or by purchase at the sole option of the City. To the extent required by the terms of this Agreement, insurance coverage and limits shall be evidenced by delivery to The Phillies of letters of self-insurance or self-funding executed by the City's Risk Manager, or by certificates of

insurance executed by either the agent for the insurers or the insurers or by copies of policy declaration pages. Such letters, certificates, and policy declaration pages shall list coverage (including the amount of insurance per claim and per occurrence, any gap in coverage, and the amount of the excess insurance) and policy limits with expiration dates and major policy terms and endorsements.

12.3 General. All insurance policies obtained pursuant to this Section 12 shall: (i) be with companies legally authorized to do business in the State of Florida and which possess a minimum rating of A- or better and a minimum class VIII financial size category (as listed at the time of issuance by A.M. Best Insurance Reports), which are reasonably acceptable to the other parties; and (ii) shall name as an additional insured each other party and such Affiliates of that party as it shall reasonably request. Upon commencement of the Term, each party shall furnish or cause to be furnished to the other party a certificate of insurance evidencing all such insurance policies. Renewal certificates shall be delivered by each party to the others at least ten days prior to the expiration of any policy of insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty days' prior written notice to all parties hereto.

12.4 Remedies. If any party fails to obtain, keep in force or provide evidence of any of the insurance policies or self-insurance coverage required by this Section 12, the other party may give written notice to the defaulting party, and the defaulting party shall have until the earlier of (i) five days after its receipt of such notice, or (ii) regardless of whether notice shall have been given, one day before the date the required insurance will lapse, to cure the default. If the default is not cured within such period, then the other parties shall have the remedies set forth in Section 17.

12.5 Waiver of Subrogation. Each party hereby releases and relieves the other party, and

waives its entire right of recovery against the other party, for direct or consequential loss or damage arising out of an incident to the perils covered by any insurance carried by the other party or which would have been carried had such other parties fulfilled their obligations hereunder to carry insurance, whether or not due to the negligence of the released party or its agents, employees, contractors or invitees. If necessary, all property insurance policies required by this Agreement shall be endorsed to so provide.

13. Indemnification. The indemnifications provided for in this Section 13 shall relate only to the extent that the liability in question has not produced insurance proceeds to the indemnitee.

13.1 By The Phillies. Subject to Section 12.5, The Phillies agrees to and will at all times defend, indemnify, save and hold the City and their Affiliates, and their respective elected officials, officers, agents, employees, successors and assigns harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorney's fees, costs of investigation and discovery, and all court costs, arising out of:

13.1.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of any willful and wanton or grossly negligent act or omission of The Phillies or any Affiliate of The Phillies or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility.

13.1.2 Any breach or default in the performance of any obligation on The Phillies' part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of The Phillies shall not extend to liabilities caused, in whole or in part, by any willful, wanton, or grossly negligent act or omission of the City or any of its agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.2 By the City. Subject to Section 12.5, the City, to the extent permitted by applicable law, including, but not limited to Section 768.28, Florida Statutes, agrees to and will at all times defend, indemnify save and hold The Phillies and its Affiliates and their respective employees, agents, officers, directors, shareholders, partners, successors and assigns, harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorneys' fees, costs of investigation and discovery, and all court costs, arising out of:

13.2.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or grossly negligent act or omission of the City or any Affiliate of City or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility to the extent such act or omission caused the injury.

13.2.2 Any breach or default in the performance of any obligation on the City's part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of the City shall not extend to liabilities caused by any willful, wanton, or negligent act or omission of The Phillies or any Affiliate of The Phillies

or any of their respective agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.3 Procedure for Indemnification -- Third Party Claims.

13.3.1 Promptly after receipt by an indemnified party under Sections 12.1 or 12.2 of notice of a claim against it ("Claim"), such indemnified party shall, if a claim is to be made against an indemnifying party thereunder, give notice to the indemnifying party of such Claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnified party's failure to give such notice.

13.3.2 If any Claim is made against an indemnified party and it gives notice to the indemnifying party of such Claim, the indemnifying party will be entitled to participate in the defense of such Claim and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Claim and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Claim and provide indemnification with respect to such Claim), to assume the defense of such Claim with counsel satisfactory to the indemnified party and its insurers and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under such Section for any fees of other counsel or any other expenses with respect to the defense of such Claim in each case subsequently incurred by the indemnified party in connection with the defense of such Claim, other

than reasonable costs of investigation. If the indemnifying party assumes the defense of a Claim (i) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (a) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Claims that may be made against the indemnified party, and (b) the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of a Claim and the indemnifying party does not, within thirty days after the indemnified party's notice is given (or such lesser period of time as may be necessary to avoid a Default on such Claim), give notice to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will be bound by any determination with respect to said Claim or any compromise or settlement effected by the indemnified party.

13.3.3 Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Claim, but the indemnifying party will not be bound by any determination of a Claim so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

13.4 Procedure for Indemnification -- Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

14. Damage or Destruction.

14.1 Decision to Rebuild. In the event that the Sports Facility or any part thereof is damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever, the City shall promptly commence and thereafter diligently proceed to repair and rebuild the Sports Facility to its condition immediately prior to such damage or destruction, provided, however, if such damage or destruction involves the entire Sports Facility or any substantial part thereof and occurs less than five years prior to the end of the Term, the City may elect to terminate this Agreement unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years. In the event that such damage or destruction is of such an extent as would substantially and adversely affect The Phillies' activities at the Sports Facility, the City shall use its best efforts to provide to The Phillies the use of alternate first class MLB spring training facilities, in reasonable proximity to the Sports Facility, on a basis that preserves to The Phillies the net benefit of the economic terms of this Agreement and that affords business interruption protection to The Phillies against lost revenues. If the City meets the requirements of the next preceding sentence and has been and remains in substantial compliance with its obligations under the first sentence of this Section 14.1, then The Phillies shall use those alternate facilities during the period of interruption and, for each full Spring Training Season during the initial 20-year portion of the Term hereof that such use continues, that initial term shall be extended by one year.

14.2 Failure To Repair. If the City is obligated to repair or rebuild the Sports Facility under the provisions of this Section 14 and does not commence such repair or rebuilding within

ninety days after the occurrence of the damage or destruction, or if the City commences such repair or rebuilding but do not prosecute the same diligently to completion, then the City shall be deemed to be in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

14.3 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the casualty, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

15. Condemnation.

15.1 Total Taking. In the event the entire Sports Facility is appropriated or taken under the power of eminent domain, or sold under threat thereof (all of which will be referred to as a "condemnation"), by any public or quasi-public authority, The Phillies shall have the option to terminate this Agreement as of the date the condemning authority takes title or possession, whichever first occurs. The Phillies shall have no claim to the award in condemnation for the City's interest in the Site and Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.2 Partial Taking. In the event that only a portion of the Sports Facility is condemned, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes

title or possession, whichever first occurs; provided, however, that if so much of the Sports Facility is taken by such condemnation as would substantially and adversely affect The Phillies' operations at the Sports Facility, The Phillies shall have the option, to be exercised in writing within one hundred eighty days after the City shall have given The Phillies written notice of the condemnation (or in the absence of such notice, within one hundred eighty days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If The Phillies does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Sports Facility that is suitable for the use then being made of the Sports Facility by The Phillies; if and so long as The Phillies deem it advisable, The Phillies may utilize alternative facilities; and the City shall, to the extent of condemnation proceeds received by it, acquire or add adjacent property and construct additional Improvements with reasonable diligence, in order to restore the Sports Facility as nearly as possible to the condition immediately before the condemnation. Whether this Agreement terminates or continues in full force or effect, The Phillies shall have no claim to the award in condemnation for the City's interest in the Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.3 Failure To Repair. If the City is obligated to make the Sports Facility suitable for use by The Phillies following a condemnation under the provisions of this Section 15 and does not commence to acquire or add adjacent property or construct additional Improvements necessary to do so within ninety days after the date of the condemnation, or if the City commences such

acquisition or construction but does not prosecute the same diligently to completion, the City shall be deemed in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

15.4 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the condemnation, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

16. Assignment.

16.1 Assignment by The Phillies. The Phillies shall not sell, assign, encumber, pledge, or otherwise transfer all or any portion of its interest in this Agreement without the prior written consent of the City, except as follows:

16.1.1 The Phillies shall have the right to transfer all of its rights and obligations under this Agreement to any Person that shall thereafter own the MLB franchise now held by The Phillies; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement; and provided, further, that MLB approves the transfer of such MLB franchise to such transferee and the City has been provided with satisfactory evidence of such assumption and approval.

16.1.2 The Phillies shall also have the right to transfer its interest in this Agreement freely to another MLB club; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement.

16.1.3 No transfer under this Section 16 shall release The Phillies from any pre-existing liabilities under this Agreement, including, but not limited to any indemnification obligations of The Phillies which arise prior to the date of such transfer.

16.2 Assignment by City. The City shall have the right to assign certain rights under this Agreement to a non-profit organization controlled by the City, provided that such assignment will not affect The Phillies rights and remedies against the City under this Agreement and the City shall at all times remain primarily liable for their obligations hereunder. Except as aforesaid, the City may not assign its rights and duties under this Agreement without the consent of The Phillies.

17. Default.

17.1 Default. If any party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

17.1.1 Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

17.1.2 Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five business days to cure monetary failure; and (ii) thirty days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty day period and thereafter proceeds with reasonable diligence to cure said failure.

17.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth below.

17.1.4 Termination of this Agreement.

17.2 Non-Defaulting Party's Rights and Remedies. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation):

17.2.1 To cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the Default Rate; and

17.2.2 To collect all sums paid by it to effect such cure, together with interest thereon at the Default Rate, by set off against all sums next-to-become-due to the Defaulting Party under this Agreement.

17.3 Cumulative Rights. The remedies heretofore described in this Section 17 shall be in addition to any other remedy the Non-Defaulting Party may have at law and in equity in the event of a Default, including without limitation:

17.3.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due;

17.3.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

17.3.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Defaulting Party in connection with the default.

17.4 Injunctive Relief. Without limiting any other remedies of the City on account of a Default by The Phillies hereunder, The Phillies further acknowledges that the City will be irreparably harmed if The Phillies violate this Agreement by the transfer, move or other relocation of The Phillies' spring training activities to, and/or the playing of Home Games at, any locations other than the Sports Facility during the Term otherwise than as provided or permitted by this Agreement. Accordingly, The Phillies hereby agree that in the event of such a violation or threatened violation of this Agreement, the City shall be entitled to seek and obtain, and The Phillies hereby consent to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent relief to enjoin any such violation or threatened violation. The Phillies waive any requirement that the City post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of The Phillies' spring training activities to, or the playing of Home Games at, any location other than the Sports Facility, and City is not able to obtain the injunctive relief provided for in this Section 17.4, the City shall be entitled, at its option, to seek monetary damages.

17.5 Emergency. Nothing in this Section 17 shall be deemed to limit The Phillies' right to take action in emergencies pursuant to Section 9.7.

18. Legal Opinions.

18.1 By the City. Concurrently with the execution and delivery of this Agreement, the City has provided to The Phillies an opinion of its City Attorney advising The Phillies that (i) the City is a duly organized and existing municipal corporation of the State of Florida and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by the City is duly authorized, (iii) all notices required by Florida law and all necessary action required for the execution

and delivery of this Agreement or otherwise required under applicable law have been obtained, and (iv) this Agreement is valid, binding and enforceable against the City in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to The Phillies, as evidenced by its execution of this Agreement.

18.2 By The Phillies. Concurrently with the execution and delivery of this Agreement, The Phillies has provided to the City an opinion of its general counsel advising the City that (i) The Phillies is a duly organized and existing limited partnership of the Commonwealth of Pennsylvania and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by The Phillies is duly authorized, and (iii) this Agreement is valid, binding and enforceable against The Phillies in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to the City, as evidenced by its execution of this Agreement.

19. Miscellaneous.

19.1 Estoppel Certificates. Each party (as "responding party") shall at any time within fifteen days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge without inspection, audit or investigation, any uncured defaults on the part of the requesting party (or specifying such defaults, if any are claimed), and (iii) providing such other information regarding this Agreement as may reasonably be requested by the requesting party. Any such statements may be conclusively relied

upon by any prospective purchaser or encumbrancer of The Phillies or of its interests herein and by any bond holders, underwriters and financiers of the City.

19.2 Consents. Whenever a party's approval, permission, concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld or delayed, except as and to the extent expressly provided to the contrary in this Agreement; provided, however that neither party shall be required to waive a Default hereunder.

19.3 Additional Instruments. The parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. In addition, as soon as practicable following the Commencement Date hereunder, the parties shall execute a written supplement to this Agreement setting forth such Commencement Date. With respect to the City, any obligations pursuant to this Section 19.3 shall be subject to obtaining any required governmental approvals.

19.4 Force Majeure. A party shall not be in Default under this Agreement if and to the extent it is unable to fulfill any of its obligations under this Agreement because it is prevented, hindered or delayed in doing so by reason of a strike, lockouts, labor dispute, boycott, material or energy shortage, casualty loss, weather conditions, acts of God, order of any government officer or court (but excluding, as to the City, orders promulgated by the City themselves), national emergency or war (collectively, "Force Majeure").

19.5 Notices. Any notice required to be given hereunder shall be in writing and sent by either overnight courier service or United States certified or registered mail, postage prepaid, addressed to the parties as follows:

If to City:

City of Clearwater
112 South Osceola Avenue, 3rd Floor
Clearwater, Florida 33756
Attention: City Manager

With a copy to Counsel for City:

Pam Akin, Esquire
112 South Osceola Avenue, 3rd Floor

Clearwater, Florida 33756

If to The Phillies:

Veterans Stadium
P.O. Box 7575
Philadelphia, PA 19101
Attention: David P. Montgomery,
President

and

Attention: William Y. Webb,
Vice President, General
Counsel and Secretary

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a party may be changed, from time to time, by notice from such party given as herein required.

19.6 No Joint Venture. The City and The Phillies do not intend by entering into this Agreement to create a partnership, joint venture or any relationship other than that of independent contractors and licensor and licensee. Nothing in this Agreement shall be construed to create such a partnership, joint venture or other relationship, nor shall it be construed to create any pledging of the credit of the City or the faith and credit of the City.

19.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, and the proper venue shall be in Pinellas County, Florida.

19.8 Construction of this Agreement. This Agreement shall not be construed for or against any party on the basis that such Party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

19.9 Binding Effect. Subject to Section 16, the covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals hereof, shall extend to and be binding upon the successors and assigns of the respective parties hereto as if they were in every case named and expressed, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

19.10 Entire Agreement. This Agreement and the SFDA, together with the attached exhibits and simultaneous writings, contain the entire agreement and understanding between the parties relating to its subject matter. There are no oral understandings, terms or conditions, and

neither party has relied on any representation, express or implied, not contained in this Agreement or in simultaneous writings. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Without limiting the generality of the foregoing, this Agreement and the SFDA replace and supersede that certain Clearwater Stadium Project Term Sheet dated September 8, 2000 by and between the City and The Phillies in its entirety and such Term Sheet is hereby terminated.

19.11 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

19.12 Captions. The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

19.13 Time of Essence. Time is of the essence of this Agreement.

19.14 Interest on Delinquent Amounts. Any amounts owing from one party to the other party under this Agreement and not paid when due shall bear interest from and after the due date at the Default Rate until paid, provided however, that no such interest shall accrue on any City obligation to pay until the expiration of 45 days after the date such payment is due.

19.15 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any party under the same or any other provision.

19.16 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19.17 Right of Offset. Each party hereto, without waiving its rights under Section 17, shall be entitled to set off against sums due from it hereunder to any other party any amounts owing to it (including Default Interest if any) by such other party.

19.18 Attorneys' Fees. If an action or proceeding is brought to enforce the terms hereof or declare rights hereunder, including without limitation Expedited ADR, the prevailing party in any such action or appeal therefrom shall be entitled to its reasonable attorneys' fees and costs, which shall include the costs of consultants and experts, to be paid by the losing party as fixed by the court or arbitrator(s) in the same or a separate action or proceeding.

19.19 Amendment. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or The Phillies. This Agreement may not be changed, modified or rescinded except in writing by the City and The Phillies, and any attempt at oral modification of this Agreement shall be void and of no effect.

19.20 Authority. Each party hereto hereby represents and warrants to the other that it has the authority to enter into this Agreement and to undertake and perform its respective obligations hereunder.

19.21 Exhibits. Exhibit A is attached hereto and incorporated by this reference thereto.

19.22 Liability Limitation. Except as otherwise provided herein, no individual who is a general partner of The Phillies, or a member of the City Commission or an officer, employee or agent of any party hereto shall be liable to any other party, or any successor in interest thereto, for any default by a party hereunder.

19.23 Certain Disputes. Any dispute between the parties arising under Sections 9 and 10 of this Agreement shall be resolved by Expedited ADR.

20. Conditions.

20.1 Conditions Precedent to Parties' Rights and Obligations. All of the parties' respective rights and obligations under this Agreement are expressly conditioned upon the occurrence of the following, each by the date respectively indicated:

20.1.1 Issuance of Certification from the Florida Office of Tourism regarding a "retained spring training franchise facility" shall have issued by January 2, 2001.

20.1.2 The specific site for the Sports Complex shall by February 15, 2001 have been agreed to by the parties and reflected upon a detailed site plan initialed by the parties, which shall become Exhibit B to this Agreement.

20.1.3 The parties shall, within 15 days following satisfaction of the conditions in Section 20.1.2, have: (i) executed and delivered a definitive SFDA; (ii) have agreed upon a detailed Scope of Work, an initialed copy of which shall become Exhibit C to this Agreement; and (iii) have executed and delivered a definitive lease for the Carpenter Complex, which will terminate the existing lease dated September 26, 1966, as amended, and which: (x) shall be for a term coextensive with the Term; (y) shall conform to the relevant allocation provisions of this Agreement; and (z) call for fixed rent in arrears at the annual rate of \$204,000 for 20 years from the start of the Term.

20.2 Waiver. Each of the conditions precedent specified in Sections 20.1 and 20.4 may only be waived in a writing duly executed and delivered by both parties; provided, however, that The Phillies may, by written notice to City, extend from time to time each of the dates specified in Section 20.1.

20.3 Satisfaction Date. The date on which the last of all of the conditions precedent specified in Section 20.1 has been duly satisfied or duly waived is herein referred to as the "Satisfaction Date."

20.4 Further Condition Relating to Litigation. If on the Satisfaction Date any litigation other than bond validation proceedings is pending to restrain or enjoin the performance of this Agreement and/or of the SFDA and/or of any material aspect of either and/or to seek material damages in respect thereto and is neither withdrawn nor dismissed with prejudice by October 1, 2001, either party may (but need not) elect to terminate this Agreement by written notice given within 30 days thereafter.

21. Marketing Programs. The Phillies and the City hereby agree that The Phillies will provide trade out value in marketing programs to match the financial contributions made by Pinellas County toward the funding of the Sports Facility. These marketing trade out programs may include, but are not limited to destination advertising, tourism public relations campaigns, tourism direct sales activities and/or other marketing programs mutually agreed upon between the Pinellas County Convention and Visitors Bureau and The Phillies. Representatives of The Phillies and the Convention and Visitor's Bureau shall meet as often as they mutually determine to be needed (but at least annually) to agree to a specific program of destination marketing and/or ticket opportunities of the trade out program for the upcoming calendar year. This marketing trade out program shall be the sole responsibility of The Phillies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF CLEARWATER, FLORIDA

By: Brian Aungst
Brian Aungst, Mayor

By: William B. Horne II
City Manager

ATTEST:

Mary J. Deane 12/20/00
ASST. City Clerk

Approved as to form and
legal sufficiency

Paul Richard Deane Jr.
City Attorney

THE PHILLIES

By: David P. Montgomery
David P. Montgomery,
General Partner

EXHIBIT A

All claims, demands, disputes, controversies and differences that may arise under this Agreement between the parties, concerning any controversies under the Sections of this Agreement making reference to the use of Expedited ADR shall be resolved by Alternative Dispute Resolution as set forth below:

1. Disputes submitted to Expedited ADR hereunder will be conducted before a "Panel" designated in the manner provided in Section 2 below. The decision of the Panel will be final and binding upon the parties as to all matters in dispute and will be enforceable by a court of competent jurisdiction. The rules of the American Arbitration Association will be used for guidance in establishing procedures for the arbitration, but their use will not be mandatory unless the parties are unable to agree on an alternative body of rules.

2. In the case of disputes involving construction matters at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of twenty-one persons with at least ten years experience in the construction business furnished by the Florida Chapter of the American Arbitration Association. In the case of disputes involving operations at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of eleven persons, each of whom must have at least ten years of experience in the stadium/arena management business furnished by the Florida Chapter of the American Arbitration Association. The Panel of three will be selected from such list by the mutual agreement of the parties. If, within three days following the day on which the list is furnished to the parties, the parties are unable to agree on the composition of the Panel, then representatives of the parties will meet promptly and the following procedures will be used: The Phillies will strike the name of a person on the list. Within fifteen minutes thereafter, the Public Bodies will strike a name from the list. At fifteen minute intervals thereafter, each party will strike a name from the list. If a party fails to strike a name within the allotted time period, it will forego its turn to strike a name. The last three names on the list will constitute the Panel.

3. Within thirty days following the appointment the Panel as provided for above, the Panel shall hold a hearing which hearing shall be held at Tampa, Florida, or at any other place agreed to by the parties involved.

4. The Public Bodies or The Phillies may join any other party to the arbitration which is needed for just adjudication. The standard for joinder of any other party shall be that provided under Rule 19 of the Florida Rules of Civil Procedure.

5. If the Panel determines that either party's position in the dispute was without merit, such party will pay the other party's reasonable attorneys' fees and costs related to the arbitration, including the costs and fees of the Panel, fees to the American Arbitration Association and other costs of such arbitration otherwise payable by such party in the arbitration proceedings. In all other

cases, the parties will share equally the costs of such arbitration and will pay their own attorneys' fees.

6. At least ten days prior to the hearing, the parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, each party shall submit a memorandum not to exceed five pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State of Florida shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses and render its award, including a provision for payment of attorneys' fees and costs of arbitration to be paid by one or both of the parties to this Agreement, as the Panel deems just.

Economic Impact of the Philadelphia Spring Training in Clearwater, Florida 2015

Utilizing the data and methodology in the “2009 Major League Baseball Florida Spring Training Economic Impact Study Report”, June 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc., the following represents the estimated Economic Impact to Clearwater just resulting from Direct Spending associated with the Philadelphia Phillies Spring Training. Please note this does not include the impact to labor income and employment in Clearwater as a result of Spring Training.

The attendees, for this purpose, are separated into five category types:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Philadelphia Phillies Spring Training.
- **Out-of-State–Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for Phillies Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Pinellas County for another purpose, but included Spring Training activities.
- **Local:** These include all Pinellas County residents.

Total attendance for the Philadelphia Phillies Spring Training was **132,633**.

The results are as follows:

Approximately 23.12% are Out-of-State Primary Purpose	30,665
Number of Out-of State Parties (Average party size= 3 people)	10,222
Cumulative number of nights stayed (Average stay is 7.53 nights)	76,969
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 28,576,872.66
Approximately 24.94% are Out-of-State Other Purpose	33,079
Number of Out-of State Parties (Average party size= 3.08 people)	10,740
Cumulative number of nights stayed (Average stay is 9.66 nights)	103,747
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 41,024,572.75
Approximately 24.22% are Non-County Primary Purpose	32,124
Number of Non-County Parties (Average party size= 2.81 people)	11,432
Cumulative number of nights stayed (Average stay is .39 nights)	4,458
Average expense for out-of-area expenses (\$171.73 per party) per day	\$ 765,649.83

Approximately 3.55% are Non-County Other Purpose	4,708
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Number of Non-County Parties (Average party size= 2.68 people)	1,757
Cumulative number of nights stayed (Average stay is 3.36 nights)	5,903
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 1,853,591.71
Approximate Number of Local Attendees	32,057
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 1,602,869.81
Estimated Total Direct Expenses by Attendees	\$ 73,823,556.75

Using the total direct expenses above, the indirect and induced effect was estimated using the multiplier provided in the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	Direct Spending	Indirect	Induced	Total Economic Impact	Multiplier
Out-of-State Primary Purpose	\$28,576,872.66	\$9,716,136.70	\$10,287,674.16	48,580,683.52	1.7
Out-of-State Other Purpose	\$41,024,572.75	\$13,948,354.73	\$14,768,846.19	69,741,773.67	1.7
Non-County Primary Purpose	\$765,649.83	\$279,462.19	\$279,462.19	1,324,574.20	1.73
Non-County Other Purpose	\$1,853,591.71	\$639,489.14	\$639,489.14	3,132,569.98	1.69
Local Attendees	\$1,602,869.81	\$552,990.08	\$552,990.08	2,708,849.97	1.69
	\$73,823,556.75	\$25,136,432.85	\$26,528,461.76	\$125,488,451.35	

The total Economic Impact Direct Spending is estimated to be **\$125,488,451.35** as a result the 2015 Philadelphia Phillies Spring Training.

APPENDIX IV: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE PROFILE

Year	Expenditures per Party	Avg. Nights Spent	Average Party Size	% Likely To Return	Number of Games In Past 3 Years	% Stayed Overnight
2009	\$313.65	5.82	2.95	91.9%	8.9	69.8%

<u>Top Visitor Origins</u>		<u>2009</u>	
Tampa/St. Petersburg, FL	14.9%	9.1	
Orlando, FL		5.3	
New York, NY		3.9	
Canada		3.5	
West Palm Beach, FL		3.4	
Philadelphia, PA		3.3	
Ft. Meyers/Naples, FL		3.2	
Miami/Ft. Lauderdale, FL		3.0	
Minneapolis, MN		2.9	
Boston, MA			

<u>Top Area Activities</u>		<u>2009</u>	
Shopping		42.3%	
Nature-Based Activity		28.1	
Other Outdoor Recreation		22.3	
Golf		20.6	
Museums/Historical Sites		16.0	
Performing Arts Activity		14.2	

<u>Primary Reason for Visit</u>		<u>2009</u>	
Spring Training		69.9%	
Leisure/Pleasure		22.6	
Visiting Friends & Relatives		6.1	
Business		1.3	

<u>What Did You Enjoy Most About This Trip?</u>		<u>2009</u>	
Weather/Climate		40.0%	
Baseball		24.8	
Beach		7.8	
Visiting Friends		6.5	
Community/People		2.5	
Vacation		1.4	

<u>First spring training game?</u>		<u>2009</u>	
Yes		36.9%	
No		63.2	

<u>Exposure to information or advertisements. Rate helpfulness on a scale from 1-5.</u>			
	<u>2009</u>	<u>Exposure</u>	<u>Helpfulness</u>
Internet	38.1%	4.13	
Newspapers	21.8	3.40	
TV	19.1	3.18	
Radio	12.8	3.04	
Billboards	5.6	2.54	
Magazines	6.2	2.84	

<u>In-State vs. Out of State</u>		<u>2009</u>	
Out of State Attendees		63.4%	
Florida Non-County Attendees		36.6	

<u>Ethnicity</u>		<u>2009</u>	
Caucasian		87.2%	
African-American		5.5	
Hispanic		5.6	
Asian		1.4	

<u>Gender</u>		<u>2009</u>	
Male		63.6%	
Female		36.4	

<u>Income</u>		<u>2009</u>	
Under \$20,000		4.4%	
\$20,000-\$49,999		23.0	
\$50,000-\$79,999		35.3	
\$80,000 or More		37.3	

<u>Marital Status</u>		<u>2009</u>	
Single		24.0%	
Married		71.3	
Divorced/Widowed		4.7	

<u>Travel Mode</u>		<u>2009</u>	
Air Service		64.4%	
Automobile		35.1	
Motor coach		0.5	

<u>Accommodation Type</u>		<u>2009</u>	
Hotel/Motel		31.3%	
No Overnights		30.2	
Private Home		24.1	
Condominium		12.6	
Campground/RV		1.8	

<u>Survey Intercept Sites</u>		<u>2009</u>	
Phillies		6.3%	
Cardinals		6.3	
Astros		6.3	
Marlins		6.3	
Reds		6.3	
Blue Jays		6.3	
Pirates		6.3	
Red Sox		6.3	
Braves		6.3	
Tigers		6.3	
Twins		6.3	
Orioles		6.3	
Yankees		6.3	
Metts		6.3	
Nationals		6.3	
Devil Rays		6.3	

APPENDIX IV: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE PROFILE SAMPLE SIZE

Trip Purpose	Expenditures per Party	Avg. Nights Spent	Average Party Size	% Likely To Return	Number of Games In Past 3 Years	% Stayed Overnight
First Time Attendees	\$342.33	5.65	3.02	81.6%	0.00	78.4%
Repeat Attendees	\$297.53	5.87	2.91	97.8	8.93	64.7

Top Visitor Origins	First Time Attendees	Repeat Attendees
Tampa - St. Petersburg FL	13.5%	15.8%
New York, NY	6.0	4.9
Orlando - Daytona Beach+, FL	5.8	11.0
Canada	4.1	3.7
Minneapolis - St. Paul, MN	3.2	2.9
Boston, MA	2.6	3.1
Philadelphia, PA	2.4	4.1
West Palm Beach +, FL	2.4	4.2
Detroit, MI	2.2	1.7
Pittsburgh, PA	2.2	2.9

Top Area Activities	First Time Attendees	Repeat Attendees
Shopping	51.9%	36.2%
Nature-Based Activity	33.6	24.6
Other Outdoor Recreation	24.9	20.5
Golf	21.3	20.1
Museums/Historical Sites	18.8	14.0
Performing Arts Activity	17.9	11.8

Travel Mode	First Time Attendees	Repeat Attendees
Automobile	56.0%	69.2%
Air Service	43.7	30.1
Motor coach	0.2	0.6

Primary Reason for Visit	First Time Attendees	Repeat Attendees
Spring Training	46.4%	71.4%
Vacation	26.3	16.5
Visiting Friends & Relatives	8.9	7.7
Business	1.7	3.5

What Did You Enjoy Most About This Trip?	First Time Attendees	Repeat Attendees
Weather/Climate	44.0%	37.5%
Baseball	16.0	29.9
Beach	9.4	6.9
Visiting Friends	8.5	5.4
Vacation	2.4	0.8
Community/People	2.4	2.6

Accommodation Type	First Time Attendees	Repeat Attendees
Hotel/Motel	37.5%	27.8%
Private Home	28.3	21.5
No Overnight	21.6	35.3
Condominium	10.9	13.4
Campground/RV	1.4	2.0

First spring training game?	First Time Attendees	Repeat Attendees
No	100%	100%
Yes	-	-

Exposure to information or advertisements. Rate helpfulness on a scale from 1-5.		
First Time	Helpfulness	Repeat Attendees
Internet	4.17	4.21
Newspapers	3.63	3.60
TV	3.66	3.48
Radio	3.16	3.20
Billboards	2.71	3.13
Magazines	4.9	2.66
Exposure	34.6%	40.1%
Internet	17.4	25.7
Newspapers	15.0	21.1
Radio	8.7	15.2
Billboards	4.3	7.1
Magazines	4.9	6.3

Ethnicity	
Caucasian	84.7%
African-American	6.8
Hispanic	7.4
Asian	1.0
Gender	
Male	63.6%
Female	36.4

Education		Income		Marital Status	
High School/Some H.S.	15.3%	Under \$20,000	4.4%	Single	24.0%
Technical School	5.4	\$20,000-\$49,999	23.0	Married	71.3
Some College	24.6	\$50,000-\$79,999	35.3	Divorced/Widowed	4.7
College Graduate	40.8	\$80,000 or More	37.2		
Post Graduate Degree	14.0				

Survey Intercept Sites	
First Time	Repeat Attendees
Yankees	10.9%
Orioles	9.0
Cardinals	7.5
Marlins	7.5
Nationals	7.2
Mets	6.8
Tigers	6.7
Twins	6.1
Red Sox	6.1
Blue Jays	5.6
Reds	4.9
Pirates	4.8
Phillies	4.6
Braves	4.4
Devil Rays	3.9
Astro	3.8
	3.6%
	4.7
	5.6
	5.2
	5.8
	5.9
	6.1
	6.4
	6.2
	6.7
	7.1
	7.1
	7.2
	7.3
	7.6
	7.7

APPENDIX IV: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE PROFILE

Trip Purpose	Expenditures per Party	Avg. Nights Spent	Average Party Size	% Likely To Return	Number of Games In Past 3 Years	% Stayed Overnight
Spring Training	\$371.28	7.53	3.00	95.2%	9.85	96.5%
Other	\$395.43	9.66	3.08	86.8	6.56	98.8

Top Visitor Origins	Spring Training	Other
Philadelphia, PA	8.4%	2.7%
New York, NY	7.0	9.5
Canada	5.1	7.0
Boston, MA	5.1	4.0
Houston, TX	4.1	2.1
Pittsburgh, PA	4.1	4.2
St. Louis, MO	3.7	1.1
Minneapolis, MN	2.9	5.9
Detroit, MI	2.9	3.0
Baltimore, MD	2.5	0.8

Top Area Activities	Spring Training	Other
Shopping	46.2%	68.9%
Nature-Based Activity	34.0	48.4
Other Outdoor Recreation	28.2	35.4
Golf	22.0	35.9
Museums/Historical Sites	15.6	31.5
Performing Arts Activity	12.1	28.6

Primary Reason for Visit	Spring Training	Other
Spring Training	100%	-
Leisure/Pleasure	-	78.6%
Visiting Friends & Relatives	-	17.6
Business	-	3.8

Accommodation Type	Spring Training	Other
Hotel/Motel	51.8%	38.8%
Private Home	24.3	37.3
Condominium	17.5	20.2
No Overnights	3.5	1.4
Campground/RV	2.9	2.3

What Did You Enjoy Most About This Trip?	Spring Training	Other
Weather/Climate	54.7%	56.8%
Baseball	24.5	5.7
Beach	7.0	12.6
Visiting Friends	3.3	7.2
Community/People	1.2	2.5
Vacation	0.4	2.9

First spring training game?	Spring Training	Other
Yes	29.5%	53.3%
No	70.5	46.7

Survey Intercept Sites	Spring Training	Other
Phillies	11.7%	4.6
Cardinals	10.9	3.4
Astros	9.7	3.8
Marlins	8.4	5.3
Reds	8.2	7.1
Blue Jays	8.0	5.7
Pirates	7.4	4.0
Red Sox	7.4	6.9
Braves	6.0	5.5
Tigers	5.3	8.0
Twins	5.3	11.6
Orioles	3.7	7.1
Yankees	3.1	1.7
Mets	2.1	10.9
Nationals	1.6	7.8
Devil Rays	1.0	6.5

Ethnicity	Spring Training	Other
Caucasian	87.2%	87.2%
African-American	5.5	5.5
Hispanic	5.6	5.6
Asian	1.4	1.4

Gender	Spring Training	Other
Male	62.4%	62.4%
Female	37.6	37.6

Exposure to Information of advertisements. Rate helpfulness on a scale from 1-5.	Spring Training	Other
Internet	4.13	4.31
Newspapers	3.40	3.69
TV	3.18	3.69
Radio	3.04	3.69
Billboards	2.54	3.23
Magazines	2.84	2.52

Marital Status	Spring Training	Other
Single	21.3%	21.3%
Married	73.7	73.7
Divorced/Widowed	5.0	5.0

Income	Spring Training	Other
Under \$20,000	3.3%	3.3%
\$20,000-\$49,999	19.2	19.2
\$50,000-\$79,999	36.4	36.4
\$80,000 or More	41.1	41.1

Education	Spring Training	Other
High School/Some H.S.	15.5%	15.5%
Technical School	5.0	5.0
Some College	22.0	22.0
College Graduate	42.0	42.0
Post Graduate Degree	15.5	15.5

Trip Purpose	Expenditures per Party	Avg. Nights Spent	Average Party Size	% Likely To Return	Number of Games In Past 3 Years	% Stayed Overnight
Spring Training	\$171.73	.39	2.81	94.7%	9.85	15.7%
Other	\$314.00	3.36	2.68	88.4	6.43	64.0%

Top Visitor Origins	Spring Training	Other
Tampa/St. Petersburg	43.1%	24.0%
Orlando	25.5	20.0
West Palm Beach	9.0	13.3
Ft. Meyers/Naples	8.4	12.0
Miami/Ft. Lauderdale	8.0	13.3
Jacksonville	2.4	9.3
Panama City Beach	1.4	2.2
Tallahassee	1.2	2.7
Gainesville	1.0	2.7

Top Area Activities	Spring Training	Other
Shopping	11.6%	40.5%
Nature-Based Activity	3.5	16.2
Other Outdoor Recreation	3.1	24.3
Golf	3.1	21.6
Museums/Historical Sites	1.6	9.5
Performing Arts Activity	1.4	13.5

Travel Mode	Spring Training	Other
Automobile	98.2%	96.0%
Air Service	1.2	4.0
Motor coach	0.6	0.0

Primary Reason for Visit	Spring Training	Other
Spring Training	100%	-
Leisure/Pleasure	-	52.9%
Visiting Friends & Relatives	-	35.3
Business	-	11.8

What Did You Enjoy Most About This Trip?	Spring Training	Other
Baseball	45.3%	20.0%
Weather/Climate	12.2	16.0
Visiting Friends	6.1	25.3
Beach	3.3	9.3
Community/People	3.3	5.3
Vacation	1.0	1.3

Accommodation Type	Spring Training	Other
No Overnights	84.3%	36.0%
Private Home	8.3	38.7
Hotel/Motel	5.9	21.3
Condominium	1.2	4.0
Campground/RV	0.4	0.0

First spring training game?	Spring Training	Other
Yes	25.9%	44.0%
No	74.5	56.0

Exposure to Information or advertisements. Rate helpfulness on a scale from 1-5.	Spring Training	Other
Internet	4.24	3.46
Newspapers	3.64	3.63
TV	3.78	3.00
Radio	3.25	2.92
Magazines	3.68	3.50
Billboards	4.7	3.50

Survey Intercept Sites	Spring Training	Other
Yankees	14.3%	4.0%
Devil Rays	11.2	5.3
Nationals	8.8	8.0
Pirates	8.4	0.0
Braves	7.5	5.3
Astros	6.5	0.0
Orioles	5.9	20.0
Mets	5.3	8.0
Tigers	4.9	9.3
Red Sox	4.5	6.7
Cardinals	4.5	5.3
Marlins	4.5	10.7
Reds	4.5	0.0
Blue Jays	4.3	9.3
Phillies	3.1	2.7
Twins	1.8	5.3

Education	Spring Training	Other
High School/Some H.S.	15.0%	6.4%
Technical School	6.1	29.5
Some College	29.2	33.3
College Graduate	38.5	30.8
Post Graduate Degree	11.3	

Ethnicity	Spring Training	Other
Caucasian	80.7%	8.6
African-American	8.6	10.5
Hispanic	10.5	0.2
Asian	0.2	
Gender		
Male		65.6%
Female		34.4

Marital Status	Spring Training	Other
Single	6.4%	28.8%
Married	29.5	67.0
Divorced/Widowed	33.3	4.2
\$80,000 or More	30.8	

Income	Spring Training	Other
Under \$20,000	15.0%	6.4%
\$20,000-\$49,999	6.1	29.5
\$50,000-\$79,999	29.2	33.3
\$80,000 or More	38.5	30.8

Education	Spring Training	Other
High School/Some H.S.	15.0%	6.4%
Technical School	6.1	29.5
Some College	29.2	33.3
College Graduate	38.5	30.8
Post Graduate Degree	11.3	

Income	Spring Training	Other
Under \$20,000	15.0%	6.4%
\$20,000-\$49,999	6.1	29.5
\$50,000-\$79,999	29.2	33.3
\$80,000 or More	38.5	30.8

APPENDIX III: 2009 MLB FLORIDA SPRING TRAINING ECONOMIC IMPACTS BY SEGMENT

	Impacts	Direct	Indirect	Induced	Total	Multiplier
Segment 1	Team Operating Expenditures	\$22,932,628	\$8,312,855	\$7,968,325	\$39,213,808	1.71
	Labor Income	\$8,768,788	\$3,066,887	\$2,688,756	\$14,524,431	1.66
	Employment	294	68	69	431	1.47
Segment 2	Spending	\$8,507,202	\$3,046,292	\$3,351,167	\$14,904,661	1.75
	Labor Income	\$3,852,792	\$1,170,899	\$1,121,229	\$6,144,920	1.59
	Employment	94	26	29	149	1.59
Segment 3	Spending	\$8,678,879	\$2,754,839	\$3,289,313	\$14,723,031	1.70
	Labor Income	\$3,974,277	\$965,294	1,100,891	\$6,040,462	1.52
	Employment	162	22	28	212	1.31
Segment 4	Spending	\$336,450,804	\$117,435,372	\$117,869,136	\$571,755,312	1.70
	Labor Income	\$133,010,542	\$42,425,357	\$39,467,780	\$214,903,679	1.62
	Employment	5,014	984	1,009	7,007	1.40
Segment 5	Spending	\$50,013,526	\$17,344,208	\$17,819,409	\$85,177,143	1.70
	Labor Income	\$20,280,004	\$6,239,897	\$5,966,723	\$32,486,624	1.60
	Employment	772	145	153	1,070	1.39
Segment 6	Spending	\$9,015,334	\$3,262,292	\$3,287,703	\$15,565,329	1.73
	Labor Income	\$3,702,314	\$1,186,697	\$1,100,868	\$5,989,879	1.62
	Employment	143	29	28	200	1.40
Segment 7	Spending	\$6,505,275	\$2,213,550	\$2,242,753	\$10,961,578	1.69
	Labor Income	\$2,554,368	\$784,945	\$750,972	\$4,090,285	1.60
	Employment	99	18	19	136	1.37
Segment 8	Spending	\$401,984,939	\$140,255,422	\$141,219,001	\$683,459,362	1.70
	Labor Income	\$159,547,228	\$50,636,896	\$47,286,343	\$257,470,467	1.61
	Employment	6,028	1,176	1,209	8,413	1.40

*** "Overall Attendees" is the sum of Segments 4-7 and is not an independent group.

	Impacts	Direct	Indirect	Induced	Total	Multiplier
2009	Spending	\$442,103,648	\$154,369,408	\$155,827,806	\$752,300,862	1.70
	Labor Income	\$176,143,085	\$55,839,976	\$52,197,219	\$284,180,280	1.61
	Employment	6,578	1,292	1,335	9,205	1.40
	Total					
	MLB Florida Spring Training Economic Impacts					

APPENDIX II: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE SURVEY INSTRUCTIONS



2009 Florida's Grapefruit League

Major League Baseball Spring Training:
Economic Impact Study

Survey Instructions:

Below are detailed survey instructions and tips. Read this document thoroughly and completely. Review this prior to your first site visit. Please do not hesitate to ask us any questions.

No Contact with Media Representatives!

Please do not communicate with any media representatives. You will more than likely encounter very interested parties eager to have you provide quotes or sound bites for their organizations. Please refer anyone with questions to Dr. Mark Bonn at (850) 567-1826 or e-mail him at bonn3049@comcast.net. Your job is to collect information from non-county attendees at the game.

Things to keep in mind before you begin your personal interview:

1. The purpose of this study is to measure the economic value MLB Spring Training has to the state of Florida.
2. Please wear a collared shirt, shorts or pants, clean tennis shoes and the name tag provided for you.
3. You will need to complete 25 surveys at each of the four scheduled games. Please bring something to write on like a clipboard or notepad. Also bring a few pens/pencils.
4. You will ask the Spring Training attendees the questions on the survey in an interview type format. You will NOT hand them the survey and ask them to fill it out.
5. There are thirty (30) questions on the survey, front and back. Please make sure all thirty (30) questions are asked / answered completely and accurately.
6. You will have access to the stadium (inside and out) and may survey inside or outside; depending on weather.
7. These interviews are completely anonymous. There will be no way of knowing which attendee gave any particular response. If asked, please assure respondents that complete confidentiality is guaranteed.
8. Please keep your parking stubs because you will need to submit them with your completed surveys for reimbursement.
9. We will mail out your paycheck including parking reimbursement, if applicable, the day following receipt of your second and final survey package.

APPENDIX II: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE SURVEY INSTRUCTIONS

When to Interview:

1. Bring a photo ID with you to gain entrance to the facility and receive your game ticket.
2. You must conduct all interviews on your scheduled survey date otherwise you will not have access to the stadium. You have been assigned a fifth game as a make-up game in case of any rainouts. We will call you after each game to confirm your status. If more than one game is rained out we will revisit the schedule to make sure that at least four games are attended.
3. Please arrive at least 30 minutes prior to the start of the game. It may be easier for you to conduct interviews before the start of the game. Once your 25 interviews have been completed you are not required to stay for the duration of the game, it is your choice.

The Interview Screening Process:

1. For this study, The Florida Sports Foundation and Bonn Marketing Research, Inc. are seeking responses from only “non-County residents” attending MLB Spring Training games. After introducing yourself and stating the study’s purpose, begin by asking the attendee if they live in County X (the same county where the stadium is located). If the attendee does live in County X then you will not need to continue to conduct the interview with them. Thank them for their willingness to participate and let them know you are only looking to interview “non-County residents”. This does not count as one of your 25 interviews. However, you will need to keep a count of the attendees who are county residents on the separate “Incidents of Intercepts by Origin” sheet that was provided to you in your package. If the respondent *is* a “non-County resident” also ask if they live in Florida or out of state and record on the “Incidents of Intercepts” sheet and continue with the interview.

After each survey date you will be able to provide us information that will show us the count of county residents compared with in-state, non-county residents and out of state residents. This is important because we want to be able to show proportions of locals vs. the other two categories.

2. We recommend that you look for people that are in “waiting areas”, i.e. ticket stands, concession lines, waiting outside of restrooms, as these people have idle time. You are also welcome to place yourself in an empty seat next to an attendee during the game. Please use good judgment and do your best not to disturb other attendees.
3. Only interview one person per party over the age of 21.

APPENDIX II: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE SURVEY INSTRUCTIONS

How to Interview:

1. "Q1; Date", "Q2; Site" and "Q4; Gender" will be completed as you quality all survey participants.
2. Read the questions to the attendee and record their responses on the survey. This is an interview between you and a non-county resident.
3. For questions involving multiple choices, such as "Q9; Accommodation type", are best completed by asking respondents, "Which number best describes the type of accommodation you used?", or with "Q12", "Which number best describes how you traveled to the area?" Use this procedure for Q9, Q12, Q13, Q14, Q26, Q27, Q28, Q29, Q30.
4. "Q10: Travel Party" refers to the people with whom respondents are attending the game. A family of four would be a party size of four (4), a couple would be a party size of two (2), etc.
5. Q16-Q25 are extremely important questions for you to obtain. Please record the responses carefully and completely. Remember that this is for the entire party, not just the person you are interviewing. If earlier in the interview the attendee stated that they had no overnight stay then Q16 lodging should say \$0. However, if they stayed in a Hotel/Motel, Condo, or Campground then you know that there should be a dollar amount for lodging. Use logic to make sure that the attendee's responses match up to things they may have said earlier.

For Q17; Restaurants F&B, if someone tells you they spent \$10 in the last twenty-four hours for a travel party of five (5), be aware that this is not a likely situation. Remind the attendee that this question is referring to the last 24 hours for the entire party.

Q19; Admission, Activities & Events, should include the price of admission to the game for the entire party, as well as all dollars spent on recreational activities and events.

6. Q30; Information about advertisements: Read the options to all attendees (Newspapers, Magazines, etc.). They only need to rate the helpfulness of the options they selected. If they say they saw an advertisement in the Newspaper then ask them on a scale of 1-5, with 5 being the most helpful, how helpful was this information to them. If they did not see any information then put n/a and there is no need for any rating.
7. Please call with any questions or concerns.

**APPENDIX I: 2009 MLB FLORIDA SPRING TRAINING
ATTENDEE SURVEY INSTRUMENT**



2009 Florida's Grapefruit League

**Major League Baseball Spring Training:
Economic Impact Study**

Thank you for participating in the "2009 Major League Baseball Florida Spring Training Economic Impact Study". Your participation is important to the Florida Sports Foundation to measure the economic value MLB Spring training has to the State of Florida.

- Q1 Date: _____ Q2 Site: _____
- Q3 Visitor's Zip Code: _____ Q4 Gender: 1=Male 2=Female
- Q5 Was attending Major League Baseball Spring Training your primary reason for this trip?
1=Yes 2=No (if not, what was?) _____
- Q6 Is this your first Major League Baseball Spring Training game?
1=Yes 2=No
- Q7 If not, how many Major League Baseball Spring Training games have you attended in the past 3 years (number of games) _____
- Q8 Number of nights spent away from home during this trip: _____
- Q9 Accommodations used: (circle appropriate number)
1=No overnights spent in this area on this trip
2=Hotel/Motel
3=Condominium
4=Private Home of Friend/Relative
5=Campground/RV Park
- Q10 How many people are in your travel party today? _____
- Q11 Number of Children under 18 years old in party? _____
- Q12 How did you travel to this area?
1=Auto/RV/Camper
2=Air Service
3=Motor Coach
4=Other (specify) _____
- Q13 What is the probability you will return to attend MLB Spring Training events in the future?
1=Definitely 2=Probably 3=Undecided 4=Probably Not 5=Definitely Not
- Q14 During this visit, what other recreational activities did you/will you pursue?
1=None
2=Visit Museums, Historical Sites, Cultural Centers
3=Shopping
4=Performing Arts
5=Visit Nature-Based Areas
6=Golf
7=Other Outdoor Recreation (specify) _____
- Q15 What did you enjoy the most about your visit to the area?

APPENDIX I: 2009 MLB FLORIDA SPRING TRAINING ATTENDEE SURVEY INSTRUMENT

During the past 24 hours, please indicate the amount spent by your party:

- Q16 \$ _____ Lodging
- Q17 \$ _____ Restaurant F&B
- Q18 \$ _____ Grocery/Convenience Stores
- Q19 \$ _____ Admissions, Activities & Events
- Q20 \$ _____ Golfing/Other Recreation
- Q21 \$ _____ Museums/Historical/Cultural Sites
- Q22 \$ _____ Evening Entertainment (Movies, Nightclubs, etc)
- Q23 \$ _____ Transportation (Taxi, Shuttle, Parking, Auto Rental, Fuel, etc.)
- Q24 \$ _____ Shopping
- Q25 \$ _____ All Others

Q26 Ethnicity: 1=Caucasian 2=African American 3=Hispanic 4=Asian

- | | |
|---|---|
| <p>Q27 Education: (<i>circle one</i>)</p> <p>1=Some High School</p> <p>2=High School Graduate</p> <p>3=Technical School</p> <p>4=Some College</p> <p>5=College Graduate</p> <p>6=Post Graduate Degree</p> | <p>Q28 Total household income: (<i>circle one</i>)</p> <p>1=Under \$20,000</p> <p>2=\$20,000-\$49,000</p> <p>3=\$50,000-\$79,000</p> <p>4=\$80,000+</p> |
|---|---|

Q29 Marital status: 1=Married 2=Single 3=Widow/Divorced

Q30 Did you recall hearing or seeing advertisements about Major League Baseball Spring Training?

Yes _____ No _____

If yes, please check all that apply:
For each advertisement seen or heard rate the helpfulness:

	Not Helpful		Helpful		Very Helpful
_____ Newspapers	1	2	3	4	5
_____ Magazines	1	2	3	4	5
_____ Billboards	1	2	3	4	5
_____ TV	1	2	3	4	5
_____ Radio	1	2	3	4	5
_____ Websites, Internet	1	2	3	4	5
_____ Other (specify)	1	2	3	4	5

Thank you!

SPRING TRAINING FRANCHISE FACILITY LEGISLATION

ELIGIBILITY REQUIREMENTS

1. A verified copy of signed agreement with the spring training franchise for the use of the facility for a term of at least 15 years.
 - A copy has been provided and is at least 15 years.
2. Financial commitment to provide 50% or more of the funds required by an agreement for the acquisition, construction or renovation of the spring training facility.
 - The total project cost just for construction was \$22,500,000. OTTED provided \$7,000,000.
3. Projected paid attendance, verified by OTTED, which demonstrate that the facility will attract a paid attendance of at least 50,000 annually.

Spring Training attendance was the following:

2004 - 113,037
2005 - 104,693
2006 - 105,382
2007 - 121,519
2008 - 114,715
2009 - 133,620
2010 - 136,523
2011 - 143,226
2012 - 157,892
2013 - 142,806
2014 - 121,915
2015 - 132,633

Please note this doesn't include other paid attendance events held at the facility.

4. The facility is located in a county that is levying a tourist development tax.

Pinellas County levies a 5% tourist development tax.

5. A unit of local government, i.e., city, county, must be responsible for the acquisition, construction, management or operation of the new facility or holds title to the property on which the facility is located.

The City of Clearwater is responsible for the acquisition, construction, management or operation and holds title to the property.

SPRING TRAINING FRANCHISE FACILITY LEGISLATION

CRITERIA PRIORITY RANKING (Subject to interpretation by OTTED)

1. Use of the funds.
 - Priority given to the construction of a new facility.
2. Time MLB team has been in Florida.
 - Priority given to team in the same location the longest.
(In the case of Phillies – 54 years)
3. Remaining term of lease.
 - Priority given to shortest term
4. Duration of the lease agreement.
 - At least 15 years
5. Amount of local match.
 - Priority given to local match with the largest percentage.
6. Net increase in total active recreation space owned by the unit of local government.
 - Priority given to the largest increase in total active recreation space.
7. Location of the facility.
 - Priority given to facility in a brownfield, enterprise zone, CRA or other redevelopment included in an Urban Infill Redevelopment Plan.
8. Projections on paid attendance at the facility and the effect on the economy of the local community.
9. Length of time the spring training facility has been used by one or more spring training franchises.
 - (Does not apply to Phillies)

**City of Dunedin
(Toronto Blue Jays)**

CITY OF DUNEDIN
ANNUAL REPORT ON SPRING TRAINING OPERATIONS
TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
2015

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**STATE AND LOCAL EXPENDITURES
DUNEDIN SPRING TRAINING FACILITIES**

REPORT TO FDEO 2015

The information in this summary is taken from the City of Dunedin's Annual Adopted Budget documents for Fiscal Years 2000 – 2014.

State Revenues Received	OTTED/FDEO Funding	2000-2015	\$5,250,000
Local Revenues Received	Pinellas County	2000-2015	\$2,250,000
Local Expenditures	City of Dunedin	2000-2015	\$11,566,034

State revenue summary is based on an award of \$7,000,000 paid over a 20-year period.

Local revenue summary is based on a Pinellas County award of \$3,000,000 paid over a 20-year period.

**CITY OF DUNEDIN AND TORONTO BLUE JAYS
LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this 15th day of December 2000 by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the "City") and **TORONTO BLUE JAYS BASEBALL CLUB**, a limited partnership of which **TORONTO BLUE JAYS BASEBALL LIMITED** is the general partner (hereinafter referred to as the "Club").

WHEREAS, the Club owns and operates the Major League Club known as the Toronto Blue Jays (the "Major League Team") and desires to contract with the City for training and playing facilities for the Major League Team, to commence using the newly reconstructed Dunedin Facilities contemplated hereunder no later than January 31, 2002; and

WHEREAS, the Club owns a franchise with the Florida State League for an "A" level Minor League baseball team (the "Minor League Team") and desires to contract with the City for training and playing facilities for the Minor League Team to commence using the newly reconstructed Dunedin Facilities contemplated hereunder no later than January 31, 2002; and

WHEREAS, the parties have previously entered into an Agreement dated August 10, 1989, and Agreement dated June 26, 1990, a Modification of Agreement effective December 31, 1997 and a Third Amendment to Agreement dated June 1, 2000 (the "Existing Agreements"); and

WHEREAS, the Existing Agreements presently expire December 31, 2001 with an option of the Club to extend for a further one (1) year period expiring December 31, 2002; and

WHEREAS, the Club desires to license the Grant Field Facilities for the purpose of conduct of its major league exhibition games during the Spring Training Season and Florida State League Games and to maintain thereon permanent office and clubhouse facilities on a year-round basis with exclusive rent-free use of certain of the facilities at the Grant Field Facilities pursuant to Section 3 of this License Agreement; and the Club wishes to share with the Dunedin Community the Vanech Complex Facilities for the purpose of training of its Major League and Minor League players during the Spring Training Season, Winter Instructional Season and Instructional Games; the use of the Vanech Complex Facilities to be scheduled and shared with other public user groups pursuant to the provisions of this Agreement; and

WHEREAS, the City agrees to license the Grant Field Facilities to the Club in consideration of certain payments called for to be paid hereunder from the Club to the City and wishes to license the use of the Vanech Complex Facilities in consideration of the revenues to be paid to the City as is set forth in this Agreement and the parties have determined to combine the license of these two separate and distinct facilities into one agreement for convenience and efficiency purposes and said distinct license agreements are merged into this Agreement for such reasons; and

WHEREAS, the license payments called for to be made hereunder for the Grant Field Facilities and the Vanech Complex Facilities are intended to reflect the proportion of use and control that the Club exercises over such Facilities; and

WHEREAS, the parties desire to enter into this Agreement to replace all Agreements now existing between them effective as of the period commencing with the start of the Term as defined herein, and to provide for the reconstruction and expansion of the Grant Field Facilities and the reconfiguration and construction of the Vanech Complex Facilities substantially in accordance with the City of Dunedin Grant Field and Vanech

Complex Term Sheet executed between the parties, as amended, dated September 9, 2000;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and in consideration of the payments to be made hereunder and the obligations of the parties to be performed, the City and the Club hereby mutually covenant and agree as follows:

SECTION 1 - DEFINITIONS

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) **"Capital Replacement"** means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of elements of the Facilities, including but not limited to the following: structural portions of the facilities; roof; load bearing walls; seating, if an entire section of seats needs replacement; parking areas; fencing; scoreboard; and HVAC systems. This definition includes replacement, to the extent necessary, of the following: lighting, but not individual fixtures or bulbs; electrical systems, but not individual lines or fixtures; and plumbing, but not individual pipes or fixtures. Not included in this definition is any damage required to be repaired by the City pursuant to Section 15 or damage caused by an act or the negligence of the Club, its employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include periodic maintenance, painting, improvements or repairs in or upon the Facilities which are not in accordance with generally accepted accounting practices of a capital nature.

- (b) **"Concession Facilities"** means the area(s) designated and used for concession operations in accordance with the design to be agreed upon between the parties for the reconstruction of and additions to the Grant Field Facilities and the construction of certain Vanech Complex Facilities in accordance with the Project elements referred to in Exhibit "A", as they may hereafter be constructed;
- (c) **"Dunedin Facilities"** means the Vanech Complex Facilities and the Grant Field Facilities;
- (d) **"Florida State League Season"** means the period of approximately April 1 to September 15 of each year, inclusive, and **"Florida State League games"** means all of the Minor League Team's home games at the Dunedin Facilities during the Florida State League Season;
- (e) **"Grant Field Facilities"** means the Grant Field Facilities in the City of Dunedin, Florida as described in Exhibit "B";
- (f) **"Maintenance"** means all day-to-day cleaning and general maintenance, including repairs and painting;
- (g) **"MLB Authorities"** means, as applicable pursuant to the MLB Documents, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Ownership Committee of Baseball, the Major League Clubs, the American and National Leagues of Professional Baseball Clubs, and such other persons or entities as appointed by any of the foregoing.
- (h) **"MLB Documents"** shall have the meaning specified in Section 33.
- (i) **"Net Ticket Revenues"** means gross receipts for admission to all Spring Training games after deduction of all applicable taxes;

- (j) **"Project"** means the renovation, construction and relocation of the Grant Field Facilities and relocation of the minor league facilities and renovation of the Vanech Complex Facilities, renovation of the clubhouse presently at Englebert Complex, and associated relocation and construction of other recreation facilities as is generally described in Sections 26 and 27 and on Exhibit "A";
- (k) **"Repairs"** means all major repairs, including without limitation, roof repairs and repairs to electrical, plumbing, heating and air conditioning equipment and all other repairs not constituting Capital Replacement;
- (l) **"Spring Training Season"** means the period of approximately February 15 to April 7 of each year, inclusive, and **"Spring Training games"** refers to all of the Major League Team's officially scheduled preseason home games and makeup games to be played at the Dunedin Facilities during the Spring Training Season, and **"Minor League Spring Training games"** refers to all of the Club's games involving minor league players to be played at the Dunedin Facilities during Spring Training Season;
- (m) **"Term"** means the Initial Term and any option renewal thereof pursuant to Sections 2 and 4;
- (n) **"Vanech Complex Facilities"** means the Vanech Complex in the City of Dunedin, Florida as described in Exhibit "C";
- (o) **"Winter Instructional Season"** means the period of approximately September 1 to November 30 of each year, inclusive, and **"Winter Instructional Games"** means all of the Club's major league and minor league players' games and practices to be played at the Dunedin Facilities during the Winter Instructional Season.

SECTION 2 - TERM

The Initial Term of this Agreement shall be fifteen (15) years commencing on the later of January 1, 2002 or completion of the Project contemplated by Section 26 and 27 hereof and expiring on the later of fifteen (15) years following commencement and the end of such additional year or years as may be required in order to have played 195 Spring Training games, as set forth hereunder. In addition to the Initial Term, the Club shall have the option to extend this Agreement for two (2) additional five (5) year option periods under the terms hereof applicable as of the end of the Initial Term, pursuant to Section 4 of this Agreement.

- (a) Major League Team. The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, for each Spring Training Season during the Initial Term. The Club agrees to play no less than ninety (90%) percent of home Spring Training games at the Dunedin Facilities during the Initial Term and will make all reasonable efforts to play at least ten (10) Spring Training games with other Major League clubs at the Dunedin Facilities for each Spring Training Season. The commitment to play one hundred and ninety-five (195) games during the Initial Term is subject to and conditioned upon Spring Training scheduling changes by the MLB Authorities generally applicable to all Major League Clubs in a manner that reduces the number of games that can be played at the Dunedin Facilities during Spring Training in accordance with the MLB Documents. In the event that the MLB Authorities reduce the number of games to be played at the Dunedin Facilities, the parties will consult with each other on this situation and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Agreement as nearly

as possible without otherwise adversely affecting the rights and obligations of the parties hereunder. Games that are rained out will be counted as games played relative to the 195-game commitment above, if the teams are ready to play and the appropriate officials have formally cancelled the games because of rain out.

The Club shall be entitled to schedule Spring Training games in excess of ten (10) per Spring Training Season at the Dunedin Facilities. Home Spring Training Games to be played hereunder will be played at the Grant Field Facilities. Notwithstanding any contrary provision of this Agreement, during the Term the Major League Club shall be allowed to play Spring Training games in which it is designated as the "home" team at sites other than the Dunedin Facilities as requested by the MLB Authorities.

(b) Minor League Team. The Club shall engage in Florida State League games of the Minor League Team at the Grant Field Facilities during such seasons as the Club engages in Spring Training of its Major League Team at the Dunedin Facilities. The Dunedin Facilities will be available for use by the Minor League Team during the Florida State League Season.

SECTION 3 - AREAS OF YEAR-ROUND USE

The Club shall have the exclusive rent-free use of the home clubhouse and offices, and the batting tunnels (including maintenance areas) located on the Dunedin Facilities as is otherwise identified by the parties by separate document agreed upon between them and initialed by them during the approval of the design for the renovation of Grant Field and the reconstruction of Vanech Complex. The City shall not use or permit use of such areas without the prior written consent of the Club. The City may request use of such

the Initial Term if it desires to exercise it's first five year option. The Club will give written notice to the City not later than May 1 in the last year of the first five year option period if it desires to exercise its second five year option. Such notices shall be sent to the City Manager by certified mail, return receipt requested, or by facsimile transmission or personal delivery.

SECTION 5 - OPERATIONAL PERSONNEL

The Club will provide all personnel for the conduct of its operations at the Dunedin Facilities for all Spring Training Games, Minor League Games, and, save for City use, all other use and operation of the said Facilities for its use and occupancy of the Facilities, including Winter Instructional Games, practices and Florida State League games and practices and for the use of third parties as is set forth in this Agreement. Except when being used by the City, the City will provide no operational or security personnel at the Dunedin Facilities, except that it will provide law enforcement personnel for traffic control purposes at all times as it deems appropriate for public safety.

The Club will be responsible to provide personnel for all repair, maintenance, staffing, cleaning, ticket sales, internal security, umpires, grounds keeping, and all other operational personnel for the Dunedin Facilities. As an exception to the above, the City will provide limited plumbing and electrical services within its staff competency to a total of not more than ten (10) man hours per month at no cost to the Club, upon specific request by the Club for such services and the Club will pay for materials required arising from such services. The City will not otherwise provide any services whatsoever to the Dunedin Facilities, except as is specifically provided herein, and shall not be obligated to expend any funds for repair or maintenance of the Dunedin Facilities during the Term, save as included in Sections 15 and 24.

The City shall have the right, from time to time and at such times as it deems necessary, to inspect the Facilities for the purpose of insuring compliance with building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies.

SECTION 6 - MAINTENANCE

(a) General. Save for repairs to be undertaken by the City pursuant to Sections 15 and 24 hereof, the Club shall be responsible for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, clubhouses, playing field surfaces, batting tunnels, batting eye, offices, public washrooms, parking lots, grandstand, fencing, seating at Vanech Complex and Grant Field Facilities, ornamental landscaping around all parking lots, painting, irrigation system, parking lot resurfacing and striping, roof repair, repair from windstorm or rain damage, drainage and utility lines, repair and maintenance of all light standards and lighting facilities and any and all repairs and maintenance. Upon the end to the Term and returning to exclusive possession of the City, the Dunedin Facilities shall be returned to the City in the same condition as they were at the commencement of the Initial Term, reasonable wear and tear and City required repairs excepted.

(b) Playing Fields Maintenance. All playing fields at the Dunedin Facilities shall be maintained by the Club to a standard similar to Major League playing facilities and such maintenance shall include field preparation for use by other organizations.

The maintenance of the fields to the standard specified in this Agreement shall be deemed to be a material part of the consideration to the City under the terms of this Agreement and any breach of that obligation and responsibility shall be deemed to be a material breach of this Agreement.

(c) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Agreement, shall be to a standard that they are in good operating

condition and shall be cared for in a manner best calculated to preserve and extend their useful life.

(d) Maintenance Personnel. The Club shall employ an appropriate number of full and part-time employees for the purpose of the Maintenance responsibilities set forth herein. Such persons shall be the employees of the Club and shall not be deemed to be the agents or employees of the City in any manner whatsoever. The Club shall be solely responsible for the hiring and supervision of such employees in sufficient numbers and qualifications to meet it's obligations hereunder.

(e) Use of Dunedin Facilities by Other Organizations. The use of the Dunedin Facilities by other organizations (excepting the City) for baseball purposes and purposes related thereto and such other purposes as may be approved by the City shall be scheduled and administered by the Club. The Dunedin Facilities will be made reasonably available for the use by other organizations for baseball purposes and will be made reasonably available to the City for the use for any City purpose, specifically including multi-day events such as Oktoberfest and similar recreational and public events. The use of the Dunedin Facilities by organizations other than the City shall be under the administrative control of the Club and the Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments as it shall deem to be appropriate under the circumstances. The Club may charge for its reasonable cost of maintenance and overhead to such third party organizations as it deems appropriate.

SECTION 7 - TICKET REVENUE

The Net Ticket Revenue will be collected by the Club and will be distributed, as follows:

- (a) Net Ticket Revenue in respect of the first 3,800 tickets either sold or distributed free of charge for each Spring Training game shall be distributed 95% to the Club and 5% to the City; and
- (b) Net Ticket Revenue in respect of tickets either sold or distributed free of charge for each Spring Training game in excess of the first 3,800 shall be distributed 85% to the Club and 15% to the City;
- (c) The Net Ticket Revenue to the City will be distributed to the City no later than May 1 of each year. Net Ticket Revenue distributed to the City after May 1 of each year shall bear interest at 12% per annum simple interest.
- (d) The Club shall be entitled to collect and retain all gross receipts for admission to all Winter Instructional Games and practices and all games played by the Minor League team at the Dunedin Facilities.

In addition to the Net Ticket Revenue distributed as set forth above, the Club will pay to the City for the first year of the Term the sum of \$1.00 for each ticket sold for each Spring Training game. Payment will be net of taxes. This payment will be referred to as the "Ticket Surcharge". In the second year of the Term and in all subsequent years of the Term, the Ticket Surcharge will be recalculated with reference to the Consumer Price Index, as hereinafter set forth and shall be rounded up to the nearest \$.05. Such Consumer Price Index shall be redetermined on each September and thereafter for each succeeding calendar year of the Term as follows:

Such Surcharge shall be determined by dividing the then existing Surcharge as of September in the current year by the index number for the month of September of the preceding year as it appears in the column "ALL ITEMS" in the Consumer Price Index, as is published by the Bureau of Labor Statistics, United States Department of Labor, Consumer Price Index for all Urban Consumers (CPI-U) South urban and then multiplying that

amount by the amount of the then existing surcharge. The resulting surcharge will then be rounded up to the nearest \$.05 and shall apply for the next Spring Training season. In the event that the Consumer Price Index ceases to be published by the U.S. Department of Labor, the closest comparable index will be used for the above purpose.

SECTION 8 - CONCESSION SHARING

The City will receive a share of Concession Revenues for home Spring Training games as is provided herein.

The City will receive no Concession Sharing for games with fewer than 3,800 attendees, the calculation of which will include tickets sold and tickets distributed free of charge.

For Spring Training games, the City will receive in the first year of the Term, the amount of \$.50 per attendee in excess of 3,800 per home Spring Training game. This amount will be subject to the CPI adjustment for the second year and consecutive years of the Term, in accordance with the Consumer Price Index adjustment rounded up to the nearest \$.05 using the same adjustment formula as is set forth in Section 7.

One half of the amount received by the City for Concession Revenue will be paid into the Capital Replacement Fund as is set forth in Section 24 of this Agreement until such Fund is fully funded and thereafter will be retained by the City until the Fund requires replenishment.

All payments for Concession Sharing will be made to the City no later than May 1 of each year. Any payments received after that date will be paid with interest at 12% per annum simple interest.

SECTION 9 - PARKING

The Club will be entitled to all revenue from parking for baseball purposes and related purposes at the Dunedin Facilities save for City events. The Club will not be entitled to any revenue from parking at offsite locations.

SECTION 10 - MEDIA ADVERTISING AND OTHER REVENUE

The Club shall have all radio, television and other broadcast rights and all advertising rights and shall be entitled to all revenue generated from its activities at the Facilities which are not specifically reserved to the City hereunder, including all radio, internet, and television revenue, novelty and seat cushion sale or rental and all advertising revenue (including, without limitation, revenue from fence signs, scoreboards, signboards, billboards, pamphlets, cards and programs). Save for City events, the Club shall be entitled to all other revenue arising from or incidental to the operation of all baseball games and purposes related thereto or other events previously approved by the City at the Dunedin Facilities and not otherwise expressly dealt with under the terms of this Agreement.

SECTION 11 - PROGRAMS

The Club shall have the right to sell and distribute programs at all Spring Training games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. The Club will provide to the City one page of complementary space in each program for "welcome letters" from the City and the Chamber of Commerce.

SECTION 12 - SCOREBOARD AND SIGNBOARD

(a) The Club shall be entitled to operate and to control the operation of the scoreboard and sign on the Grant Field Facilities, and the City will not permit the operation or other use of the scoreboard or sign by a third party without the prior written consent of the Club. The City will indemnify the Club for any loss, damage or liability incurred by the

Club as a result of the use of the scoreboard or sign by the City or third parties with or without the consent of the Club.

(b) It is acknowledged that the exterior sign at the Grant Field Facilities is the property of the Club, and upon any termination of this Agreement, the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by the sign that was situated on the Grant Field Facilities prior to installation of the present sign by the Club.

SECTION 13 - NAMING RIGHTS

The parties will cooperate with each other to sell naming rights to the Grant Field Facilities. The Club will be responsible for the marketing of this right and shall proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities. The selection of a name will require the mutual consent of both parties and shall be made in accordance with the MLB Documents and the City is granted substantial discretion in this decision for the reason that the Grant Field Facilities are public facilities and the selection of the name will reflect on the Dunedin community. Any revenue from the sale of the naming rights will be shared as follows: 1/3 of the said net revenues shall be paid to the Club; 1/3 of the said net revenues shall be paid to the City; and 1/3 of the said net revenues shall be paid into the Capital Replacement Fund, as is hereinafter set forth in Section 24. If the Capital Replacement Fund is fully funded, while so fully funded fifty (50%) percent of the net revenues thereafter shall be paid to each of the Club and the City. Said net revenues shall be net only of the Club's out-of-pocket naming rights marketing costs (as mutually agreed upon by the City and the Club) and any applicable taxes or other payments to governmental agencies. No commission or other payment shall be made to the Club or any other third party for the sale of the naming rights. Payment

for the naming rights from the entity purchasing the same shall be made directly to the City, which shall distribute said revenues in accordance with the above formula.

SECTION 14 - CONCESSIONS, SALES AND EQUIPMENT

The Club shall be entitled to exclusively operate the Concession Facilities during Spring Training games and Florida State League games. The Concession equipment presently in the Grant Field Facilities is the property of the City. The Club may use such equipment while it is operating the Concession Facilities and shall be responsible for the reasonable maintenance and repair of said equipment and to deliver the equipment to the City in reasonable condition at the end of this Agreement. Save for Capital Replacements, the Club will be responsible for replacing any concession equipment when it no longer may be reasonably repaired.

The Club shall not make any material alterations or improvements to the Concession Facilities or to any of the Grant Field Facilities or Vanech Complex Facilities without obtaining the prior written consent of the City Manager, which consent will not be unreasonably withheld. Requests to make any alterations or improvements shall be in writing.

The right of the Club to use and operate the Concession Facilities is an exclusive right save during City events. The Concession Facilities may be used by the City and by other organizations so authorized by the City at times when use is not required by the Club or for the Club events under the terms of this Agreement. The Club shall not exclude other organizations from use and operation of the Concession Facilities when use is not required by the Club or for the Club's events hereunder; provided that when another organization is permitted use and operate of the Concession Facilities by the City, the City will be responsible for cleaning the concession equipment and the Concession Facilities, and the City will indemnify the Club for any damages to or additional maintenance of the

Club's concession equipment (if the Club purchases and owns concession equipment) or any other loss, cost or liability incurred by the Club as a result of such use. Any use of the Club's concession equipment by such other organizations shall require the consent of the Club.

During the Term of this Agreement, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages during Spring Training games and Florida State League games. The Club or its concessionaire shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities, either directly or through its concessionaire during the Term of this Agreement. In the event that the City sells alcoholic beverages from the Concession Facilities during City events, the City will be responsible for obtaining the necessary license for the same.

SECTION 15 - DAMAGES TO DUNEDIN FACILITIES

In the event that there is a partial or complete destruction of or damage to the Dunedin Facilities, or any material part of them, rendering the Dunedin Facilities or such material part of them unusable and the cost of repair exceeds City provided insurance proceeds by \$500,000, then the City shall not be under any obligation to repair or to do any other act to restore the Dunedin Facilities so that they may be used by the Club as contemplated by this Agreement. If the cost of repair or restoration does not exceed City provided insurance proceeds by \$500,000, the City shall be obliged to repair and restore the Dunedin Facilities. If the cost of repair or restoration exceeds City provided insurance proceeds by \$500,000, the City may, in its full discretion, restore or repair such destruction or damages or not, as it deems best, provided that the City shall notify the Club in writing within thirty (30) days of such destruction or damage, in accordance with the foregoing requirement, of its decision either to restore or repair or not restore or repair

such destruction or damage. If the City so notifies the Club that it has decided to restore or repair such destruction or damage, the City shall promptly complete such repair or restoration to the standards of the existing facilities prior to such destruction, but in no event later than seven (7) months from the date of such notice. If the City does not so notify the Club that it has decided to restore or repair such destruction, or if the City so notifies the Club that it will restore or repair the destruction or damage but does not complete such restoration or repair within seven (7) months of the date of the notice, the Club shall be entitled to immediately terminate this Agreement on written notice thereof to the City and shall be obligated to pay only pro-rated amounts due to the City hereunder based on its use during the then current year, and shall have no further obligations to the City. Where the destruction or damage was beyond the control of the City, and the City is not obliged to repair or restore under this Section 15, the City will incur no liability to the Club arising from the City's decision not to repair the Dunedin Facilities for the Club's use under the terms of this Agreement other than as provided in Section 16 below.

SECTION 16 - PERSONAL PROPERTY

All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the City's permission, the user of the equipment or personal property and the City will be responsible for any damage to the equipment or personal property so used. The City shall not otherwise be responsible

for the loss of or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

SECTION 17 - UTILITY COSTS

The Club shall be responsible for all utility costs to the Dunedin Facilities, save for utilities to be paid for by the City in respect of its use. The City will provide the necessary reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. Utility costs attributable to the use of the Dunedin Facilities by the City will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.

SECTION 18 - CLUB ANNUAL CONTRIBUTION

(a) Annual Contribution for Grant Field Facilities. The Club will contribute to the City to assist the City in the financing costs for the renovation and expansion of the Grant Field Facilities the sum of \$100,000.00 a year for fifteen (15) years (the "Grant Field Annual Payment") during the Initial Term (but not during any renewal term) of this Agreement. Such payment shall be made on or before July 1 of each year commencing on the first July 1 following commencement of the Initial Term and ending on July 1 of the last year of the Initial Term. The Grant Field Annual Payment is based, in part, on the exclusive use of portions of the Grant Field Facility by the Club. In the event the Grant Field Annual Payment is not received by the City on July 1 of each year, said Grant Field Annual Payment shall bear interest at the rate of twelve (12%) percent simple interest until paid. All other revenue received by the City pursuant to Section 7 (Ticket Revenue), Section 8 (Concession Sharing), and Section 13 (Naming Rights) are understood by the parties to be a revenue sharing arrangement as opposed to a license payment consideration for the Club's use of the Grant Field Facilities, and are additionally for consideration of the City's efforts on behalf of the Club to market the Club's Spring

Training Games which the City agrees is in the public interest and is beneficial to the health, safety and welfare of the Dunedin Community and serves a public purpose. The City's assistance in marketing the Club's programs is as otherwise set forth in Section 25 of this Agreement.

The Grant Field Annual Payments may be paid in advance by the Club at any time during the first year of the Initial Term by making a one time payment to the City in the amount of \$1,360,000, less any Grant Field Annual Payment otherwise made during the initial Term, such payment of \$1,360,000 hereinafter referred to as the Grant Field Advance Payment. In the event that such Grant Field Advance Payment is made to the City, no further Grant Field Annual Payments shall be made during the Term of this Agreement and the City shall no longer be entitled to any revenues under Section 7, subparagraph (b) (Ticket Revenue in respect of tickets sold or distributed in excess of the first 3,800 tickets sold or distributed) and the Ticket Surcharge set forth in Section 7.

(b) Annual Contribution for Vanech Complex Facilities. The Club will contribute to the City to assist the City in financing costs for the renovation and expansion of the Vanech Complex Facilities the sum of \$25,000 a year for fifteen (15) years (the "Vanech Complex Annual Payment") during the Initial Term (but not during any renewal term) of this Agreement. The Vanech Complex Annual Payment is based, in part, on the shared use of the Vanech Complex Facility by the Club and other users. Such payment shall be made on or before July 1 of each year commencing on the first July 1 following commencement of the Initial Term and ending on July 1 of the last year of the Initial Term. In the event the Vanech Complex Annual Payment is not received by the City on July 1 of each year, said Vanech Complex Annual Payment shall bear interest at the rate of twelve percent (12%) simple interest until paid.

The Vanech Complex Annual Payment may be paid in advance by the Club at any time during the first year of the Initial Term by making a one time payment to the City in the amount of \$340,000, less any Vanech Complex Annual Payment otherwise made during the Initial Term, such payment of \$340,000 hereinafter referred to as the Vanech Complex Annual Payment. In the event such Vanech Complex Advance Payment is made to the City, no further Vanech Complex Annual Payments shall be made during the Term of this Agreement.

SECTION 19 - PRELIMINARY DRAWINGS PAYMENT

The Club will advance to the City the sum of \$25,000 to be used for the payment of initial design documents for the renovations and improvements of the Dunedin Facilities as is contemplated by this Agreement. The request for such advance will be made by the City at a reasonable time prior to the time when a payment is due to the design professional employed by the City for such purpose. The Club will make such payment within thirty (30) days from receipt of a written request for the same, including an invoice due and payable to such professional. Such payment will be reimbursed to the Club from the proceeds of the first draw of the bond issue(s) that is used for the financing of the Project improvements to the Dunedin Facilities as aforesaid.

SECTION 20 - TAX LIABILITY

The Club shall be responsible for all sales taxes, intangible taxes, license taxes, and all other taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to other governmental agencies. The parties will each be responsible for payment of one-half (1/2) of the ad valorem taxes on the Dunedin Facilities (net of City taxes) as is otherwise set forth in Section 3 of this Agreement to a maximum of \$25,000 per year per party. In the event that the annual ad valorem taxes payable on the Dunedin Facilities are in excess of \$50,000 despite the best efforts of the

parties to reduce them to that amount, the parties will meet together in good faith to reasonably resolve operational matters to attempt to reduce the payment of the additional ad valorem taxes.

SECTION 21 - INDEMNITIES

(a) Club Indemnity. The Club will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the City and its respective officers, employees and agents, of, from and against all damages, losses, costs, charges, liabilities, obligations and expenses, including without limitation reasonable legal fees and disbursements, (collectively, the "Costs") which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the Club or its respective officers, employees, agents or those from whom the Club is in law responsible in connection with the use by the Club of the Dunedin Facilities; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or its respective officers, employees, agents or those for whom the City is at law responsible (whether by reason of contributory negligence or otherwise).

(b) City Indemnity. Subject as provided by law, (including Florida case law, statutes and the Florida constitution, to the extent they are applicable and specifically 768.28 F.S.) the City will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the Club and its partners and each of their directors, officers, employees and agents of, from and against all damages, losses, costs, charges, liabilities, obligations and expenses including without limitation reasonable legal fees and disbursements (collectively, the "Costs") which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the City or its respective officers, employees, agents or those for whom the City is at law responsible in connection with the design or construction of the Dunedin Facilities, or use of the Dunedin

Facilities by the City; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or its respective directors, officers, employees, agents or those for whom the Club is at law responsible (whether by reason of contributory negligence or otherwise) or by other third parties.

SECTION 22 - INSURANCE

The Club shall, at its expense, keep in force during the entire term of this Agreement, general liability and broad form comprehensive general liability insurance issued by a responsible insurance company and in form acceptable to the City, acting reasonably, for the protection of the City (except to the extent of the City's negligence) against all liability, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City by reason of damage to the property of the City or injury to or death of any person or persons arising out of use of the Dunedin Facilities by the Club, in a policy or policies in a minimum amount of a combined single limit of one million dollars (\$1,000,000.00). This liability coverage shall also contain applicable coverages for premises operations, contractual insurance, personal injury, liquor liability and broad form property damage. The Club shall also carry its own workers compensation insurance. Insurance required by the terms of this Agreement shall be evidenced to the City in the form of a Certificate of Insurance which provides that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or diminishing coverages. The Club shall furnish to the City a new Certificate of Insurance at least fifteen (15) days prior to the renewal date of coverages. A Certificate of Insurance evidencing the insurance coverage specified herein shall be furnished to the City prior to the facilities being utilized by the Club. Notwithstanding anything contained herein, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability

or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

The City shall self-insure for its liability under this Agreement and shall maintain such property insurance for loss by hazard as to the insurable value of such Facilities as it maintains for other City property for its full replacement cost. The Club will provide for insurance for its property kept at the Dunedin Facilities. The Club will not be responsible for any loss or damage to properties insured against by the City, except for intentional acts or negligence of the Club up to the amount of the City deductible under its insurance policies.

SECTION 23 - SUSPENSION OF AGREEMENT

(a) General. In the event that the Club is prevented from using the Dunedin Facilities or any material part thereof at any time during the term of this Agreement because of a national emergency, the United States being in a state of war, a labor dispute, the rules and regulations of MLB Authorities, the National Association of Professional Baseball Leagues Inc., the Florida State League of Professional Baseball Clubs Inc., the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities or any other event beyond the reasonable control of the Club, this Agreement shall be regarded as suspended, except for the Annual Payment, for that period without liability for damages of either party to the other. The annual payment shall be suspended if related to state of war within the United States or a non-baseball labor dispute. The provisions of this Agreement which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect.

(b) Extension of Agreement. In the event that such suspension takes place, the term of this Agreement shall be extended for a period equaling the length of the suspension and complying with the terms of Section 2(a). Such period of suspension shall be deemed to be a part of the Initial Term. If the period of the suspension extends beyond eight (8) months and such arises by reason of a state of war within the United States or a non-baseball labor dispute, the Club shall be entitled to terminate this Agreement without liability to the City therefor.

During the period of such suspension, the Club shall be entitled to conduct its games and practices hereunder at alternate facilities of its choice.

SECTION 24 - CAPITAL REPLACEMENT FUND

During the Term of this Agreement, the City shall maintain a fund for the purpose of Capital Replacement expenditures which shall be known as the Capital Replacement Fund (the "Fund"). This Fund shall be used solely for Capital Replacement expenditures and shall be initially funded to an amount of \$250,000 or such greater amount as agreed upon between the parties (if excess funds are available from the bond issue for such purpose) from proceeds from the bond issue used to fund the Project expenditures. Capital Replacements shall be undertaken by the City as and when required, without cost or expense to the Club as to the funding for such Capital Replacements.

The Fund shall be funded from the following sources:

- (a) One-third (1/3) of the naming rights as set forth in Section 13 until fully funded.
- (b) One-half (1/2) of the Concession Sharing amount paid to the City set forth in Section 8 until fully funded and thereafter such Concession Sharing amount will be paid to the City.

- (c) All interest accrued by such Funds, which interest will stay in the Fund even though the Fund exceeds its maximum amount.

The City shall maintain the Fund and shall separately account for it. The Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Fund and the information about amounts accrued therein. Expenditures of such funds shall be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed. At the end of the term of this Agreement, all funds remaining in the Fund will be the property of the City and may be used for any purposes as deemed appropriate by the City, free of trust.

The City shall administer the expenditures of such Funds and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices as in its normal course of business, unless the parties shall mutually agree to delegate some or all of a Capital Replacement Project to the Club.

SECTION 25 - BOOSTER AND MARKETING PROGRAMS

The City and the Club will organize and coordinate a permanent baseball support group comprised of civic, business tourism and governmental representatives whose primary duty will be to encourage and coordinate a continuous, mutual community-team effort to market tickets (season and individual games) and sponsorships. The group will also monitor and review Club games and activities to strengthen a marketing success for the Club and the community. The group will be no smaller in size than fifty (50) members and may be organized and administered similarly to the Royal Lancers Program used by the Kansas City Royals Baseball Club. The group will supplement community-based efforts initiated by the Chamber of Commerce and other community-based groups.

For each dollar of funding provided by Pinellas County for debt service payments used for the capital funding of the Project, the Club will provide equivalent dollar value in the form of marketing trade out opportunities. These marketing trade out programs may include, but are not limited to destination advertising (both traditional and internet), tourism public relations campaigns, tourism direct sales activities and/or other programs mutually agreed upon between the Pinellas County Convention and Visitors Bureau and the Club. Representatives of the Club and the Convention and Visitor's Bureau shall meet as often as needed (but at least annually) to agree to the specifics of the trade out program for the upcoming calendar year. This marketing program is a condition precedent to funding from Pinellas County for the Project and shall be the sole responsibility of the Club.

SECTION 26 - EXPANSION AND RENOVATION OF DUNEDIN FACILITIES

(a) Following the securing of funding commitments from Pinellas County and the State of Florida, the City will undertake a major renovation and expansion of the Grant Field and Vanech Complex properties incorporating certain basic features and general concepts as reflected on Exhibit "A" (the "Project"). The Project will be a comprehensive one, including the relocation and reconstruction of existing American Little League baseball fields and associated facilities, relocation and construction of certain softball fields presently on the Vanech Complex, relocation and construction of a playground, a racquetball court complex and an inline skating facilities presently on the Vanech Complex. The Project will be in an amount not to exceed \$12 million and will include any necessary financing costs, design fees, the funding of the Capital Replacement Fund and other matters referred to in this Agreement.

The cost of the Project will be financed by a bond issue to be issued by the City of Dunedin in an amount not to exceed \$12 million. Funds from the State of Florida authorized by the recently enacted Spring Training Facilities legislation (Chapter 212.20

F.S. and Chapter 288.1162 F.S.) will be applied for in an amount necessary and appropriate to fund net \$6 million of the Project costs. A legally enforceable commitment from Pinellas County will be sought to provide the necessary funds to fund net \$3 million of the Project cost from tourist development funds as approved by the Board of Commissioners of Pinellas County. The City will fund not to exceed \$3 million of the Project cost from the net funds provided to it under the terms of this Agreement and from other revenue sources identified by it.

This Agreement is contingent upon the City having received the necessary funding sources as above set forth from the State of Florida and Pinellas County in legally enforceable form, which may be lawfully pledged in a revenue bond issue and having legislatively determined to go forward with the Project in the financing market as it exists as of the date that all funding sources are confirmed and available and the revenue bonds are offered for sale. The City shall be under no obligation to go forward with the Project if it determines that it is not in the public interest to do so given the state of the financing markets and the availability of funds and the interest rate thereon. This decision is in the sole and absolute discretion of the City and should it determine not to proceed to fund the Project because of economic considerations relative to the financial markets and the cost of capital funds or because of the demands of any other funding agency (State or County) which it may determine to be unreasonable or unnecessarily costly, the City may, in its sole and absolute discretion, advise the Club of the same and the parties will discuss alternative arrangements and if such alternative arrangements cannot be identified that are satisfactory to both parties, either party may terminate this Agreement without cost, damages, or responsibilities to the other. If the Project is not substantially commenced by July 31, 2001, the Club may terminate this Agreement. The term "substantially

commenced" shall mean that the contractor has actually commenced work on some substantive portion of the Project and is actively pursuing the construction contract.

(b) The parties will cooperate so that the Project shall be commenced as soon as possible in the year 2001, after all revenue sources have been obtained, the public bidding process for selection of design professionals has occurred, the resulting design has been approved by both the City and the Club, a public bidding process has been completed in accordance with law, the costs of the Project have been determined to be reasonable and acceptable to the City and to the Club and a contractor has been selected. The Project shall thereafter proceed forthwith to completion. The contract with the contractor will provide that any construction to occur at the Grant Field Facilities will not interfere with the ability of the Club to hold Spring Training games at the Grant Field Facilities during the time of the Spring Training Season. Construction contracts entered into by the City shall provide that the Project will be substantially completed no later than January 31, 2002, as to the improvements required on the Vanech Complex and will be substantially completed no later than February 28, 2002 for the improvements at the Grant Field Facilities. The portions of the Project relating to the removal and relocation of City recreational facilities and other matters not directly related to the successful operation of the Club's programs on the Dunedin Facilities will not be subject to the Project completion dates above. Construction contracts entered into by the City will provide that no construction work will occur at the Grant Field Facilities during the last two weeks in February and the month of March that will interfere with scheduled activities at Grant Field. For this purpose, the term "substantially completed" shall mean that the particular facility will be reasonably available for use for the purpose intended, even though additional work may be required to fully complete the Project. If any delay of such completion date is not caused by action of either of the parties and is occasioned by construction delays beyond the control of either

party or for any other reason outside the control of the City, the said construction delay will not constitute a cause for termination of this Agreement and will not constitute a basis for claim for damages by either party against the other. Notwithstanding any contrary provision of this Agreement, in the event the Club reasonably determines that the Dunedin Facilities are unfit for the playing of Major League Baseball Spring Training games, the Club may reschedule any Spring Training games to be played hereunder at an alternate site and such games shall count toward the game commitment set forth in Section 2 above.

SECTION 27 - NATURE OF PROJECT

The Project will consist of the basic renovations, construction, improvements, relocations and changes as generally described in Exhibit "A" attached hereto and incorporated herein by reference. The purpose of the construction of the Project is to provide an improved stadium facility at Grant Field of no less than 5,500 seats, new and improved clubhouse and office facilities, a reconfiguration of fields and associated facilities at the present Englebert Complex to the Vanech Complex, with the addition of a fifth practice field, and the other Project elements as are otherwise set forth on said Exhibit "A". As of the signing of this Agreement, the plans are conceptual in nature and final design and specification of the Project facilities have yet to be determined. The Club shall be given a reasonable opportunity to read and approve or disapprove (acting reasonably) the final plans and specifications for the Project when such plans have been prepared and, if acting reasonably, the Club disapproves, the final plans and specifications will be amended accordingly. The final cost of the entire Project, once bids are received and approved by the City, shall not exceed the sum of \$12 million, including all costs thereof which shall include, but not be limited to, the cost of financing the funding of the Capital Replacement Fund and all other matters expressly set forth in this Agreement. The plans shall be

modified by the parties, as necessary, to come within this budget amount. The Club shall be given an opportunity to review and approve or disapprove (acting reasonably) the revision of any such plans to come within the Project budget amount. Under no circumstances shall the City be required to exceed the maximum Project budget amount. The final plans, once approved, shall not be varied from without the consent of the Club, not to be withheld unreasonably, and to be notified promptly.

SECTION 28 - NATURE OF AGREEMENT/MISCELLANEOUS

(a) **License**. This Agreement shall be deemed to be a use agreement in the nature of a license and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights. This Agreement shall not establish a landlord-tenant relationship between the parties. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the parties.

(b) **Applicable Law**. This Agreement shall be interpreted in accordance with the laws of the State of Florida, and venue for any judicial actions regarding the Agreement shall be exclusively in Pinellas County, Florida.

(c) **Entire Agreement**. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and replace and supersede all prior agreements and representations. No alteration, amendment or modification to this Agreement shall be valid unless executed in writing by the parties, and no subsequent oral agreement shall have any validity or in any way affect the terms of this Agreement; provided, however, that any amendments or modifications to this Agreement shall be subject to the prior written approval of the MLB Authorities.

(d) Assignment. The Club may assign this Agreement or any of its rights or obligations hereunder to any entity affiliated with the Club or to the successor of the Club. Subject to the foregoing and except as otherwise expressly provided herein or consented to by the City, the Club shall have no right to assign or transfer any rights, privileges or obligations granted by the terms of this Agreement to any third party. In the event of such assignment, the Club shall continue to be primarily responsible to the City for the performance of the Club's obligations under the terms of this Agreement.

(e) Inurement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be interpreted to be for the benefit of a third party.

(f) Currency. All dollar amounts hereunder are expressed in U.S. currency.

(g) Counterparts. This Agreement may be executed in counterparts, each of which when taken together shall constitute but one and the same instrument.

(h) Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Delegation. No provision of this Agreement shall be construed to have made, permit or require the delegation by the City to the Club or any other party of any governmental function of the City.

(j) Radon. As required by law, the City hereby makes the following disclosure:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. This acknowledgment is given pursuant to Florida Statutes 404.056(8) and is required by law to be given at or before the time a contract for the use of real estate is signed.

(k) Right of First Refusal. In the event that the City shall obtain title to the property immediately east of the Grant Field Facilities, presently belonging to the Pinellas County School Board, presently occupied by Dunedin Elementary School, then and in that event the City does hereby grant a right of first refusal to lease the same property to the Club in the event that the City shall offer such property for lease or sale to a third party. In the event that the City offers such property for lease or sale and receives an offer of lease or purchase on said property, the City shall give the Club thirty (30) days written notice of such contract and the Club shall have the right for thirty (30) calendar days from the date of receipt of such notice to advise the City in writing that it wishes, at the Club's option, to lease or purchase said property on the same economic terms and conditions set forth in the offering contract. In the event that the Club chooses to exercise such right of first refusal, it shall present a contract reflecting the same terms and conditions as the offering contract within the aforesaid thirty (30) day period. This right of first refusal shall be coterminous with the Term of this Agreement.

SECTION 29 - DEFAULT

The occurrence of one or more of the following is an event of default:

- (a) The Club fails to pay or cause to be paid, in full and when due, the Annual Payment called for herein and the Club does not cure such failure within thirty (30) days of receipt of notice of such default from the City. In the event of a default arising from the failure to make the Annual Payment, the City may declare the Club in default therefore, and upon such declaration, may declare that all Annual Payments shall accelerate to maturity and all such Annual Payments shall become immediately due and payable.

The failure by either party to perform, observe or comply with timely, at any time during the Term, any term, representation, condition, obligation,

covenant, or other provision requiring performance of that party under this Agreement (except the payment of the Annual Payment) and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.

- (b) The dissolution or liquidation of the Club, or the filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss promptly any such proceedings or any execution, garnishment or attachment that will materially and adversely impair the Club's operation.
- (c) The Club abandons the Dunedin Facilities.
- (d) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.
- (e) The filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, if the Club fails to lift, stay or dismiss promptly such proceeding or similar proceedings under Canadian law.

Whenever any event of default by the Club shall have occurred and be continuing, the City may take any of the following remedial steps:

- (a) In the event of a monetary default, abandonment of the Dunedin Facilities by the Club or a wrongful termination of this Agreement by the Club, the City may reenter and take possession of the Dunedin Facilities without terminating this Agreement, exclude the Club from possession thereof and lease or otherwise use the Dunedin Facilities for the account of the City and may require the acceleration of the annual payments as above set forth without setoff or other defense of the Club arising from the City's reentry and use of the Dunedin Facilities and such setoff or defenses of the Club are specifically waived.
- (b) Take any act at law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Agreement; provided, however, no such enforcement shall include a requirement of the Club to play home Spring Training games at the Dunedin Facilities during the Term, the City's remedies in respect of any default in so playing being limited to monetary damages.

In the event that an event of default by the City shall have occurred and be continuing, the Club may institute such action against the City as the Club may deem necessary to compel performance or may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City; provided, however, that no such action shall seek to impose, or impose, any pecuniary liability upon the City, or any personal or pecuniary liability upon any member of the City

Commission, employee, attorney or contractual representative of the City and any such claim, legal right or cause of action is specifically waived and foregone hereby.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

In the event either party shall default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party, if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 30 - NOTICES

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by courier service or mailed by registered or certified U.S. mail, return receipt requested, postage prepaid and addressed as follows

or to such other address or number and to the attention of such person as either party may designate at any time in writing in conformity with these notice provisions:

If to the City:

The City of Dunedin
Attn: City Manager
542 Main Street
Dunedin, Florida 34698

With copy to:

John G. Hubbard, Esq.
Frazer, Hubbard, Brandt & Trask, L.L.P.
595 Main Street
Dunedin, Florida 34698

If to the Club:

Toronto Blue Jays
Attn: Manager, Dunedin Operations
P.O. Box 957
Dunedin, Florida 34697

With copy to:

Toronto Blue Jays
Attn: President
Blue Jays Way, Suite 3200
Toronto, Ontario
Canada M5V 1J1

SECTION 31 - FORCE MAJEURE

Neither party shall be liable for any loss or damage sustained by the other party, nor shall either party be considered in default for any event occurring or failing to occur or any state of facts existing as a result of any delay in performance or noncompliance of any provision of this Agreement that results from an action, event, omission or cause beyond its reasonable control and without its fault or negligence, including but not limited to civil commotion, riots, wars, fires, explosions, floods, earthquakes, wind or hurricane damage, embargos, or actions of civil or military authority.

SECTION 32 - CONDITIONS PRECEDENT

As a condition of its performance under this Agreement by the City, the following events must have occurred or conditions come into existence, to-wit:

- (a) Funding from the State of Florida pursuant to Chapter 212.20 F.S. and Chapter 288.1162 F.S. must be received in a legally enforceable form in an amount sufficient to fund net \$6 million of the Project Cost.
- (b) Funding from Pinellas County Tourist Development Tax Funds in a legally enforceable form in an amount sufficient to fund net \$3 million of the Project Cost.
- (c) The City Commission, in its sole and absolute legislative discretion, determines at a public meeting to go forward with a capital funding for the Project in the form of a revenue bond issue for the financing of the Project and has determined in its sole discretion that the existing market for the sale of bonds is financially advantageous and desirable for the citizens of Dunedin to proceed with the funding of the Project in a financially feasible and affordable manner for the community and shall have passed the necessary resolutions and executed the necessary legal documents to proceed with such funding and such funding shall have been successfully and legally completed to make the capital funds available for the financing of the Project in a timely manner.
- (d) That the City and the Club shall have agreed on the design of the Project and that the bids received for the construction of the Project shall be within the capital funding limitations and funds are available from the bond issue for the payment of the actual construction costs, costs of financing, funding of

the Capital Replacement fund and all other matters necessary to be funded hereunder.

- (e) That in the event that the best bid for the construction of the Project does not allow the Project to be built within the funds available for such purpose, that the parties shall have used reasonable efforts to agree and have not reached agreement upon a redesign or reconfiguration of the Project so that funds are available for the completion of the entire Project as aforesaid. If no agreement can be reached, this Agreement shall terminate.

SECTION 33 - MLB SUBSERVIENCE

This Agreement and the rights, exclusivities and protections granted by the Club to the City hereunder shall be subject to the prior written approval of the Office of the Commissioner of Baseball and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entering into or amended from time to time (collectively, the "MLB Documents"): (i) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual) or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by the Officer of the Commissioner of Baseball, the American and National Leagues of Professional Baseball Clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada, Inc., Baseball Television, Inc. and/or any of their respective present or future affiliates, assigns or successors (collectively, the "MLB Entities"), either on its own behalf or on behalf of the Major League Baseball Clubs and/or other MLB Entities; (ii) any other present or future agreements or arrangements entered into with third parties by, or

on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (iii) any present or future agreements or arrangements entered into by the Club with other Major League Baseball Clubs and/or one or more of the MLB Entities (including, without limitation, the Major League Constitution and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity); and (iv) the applicable rules, regulations, policies, bulletins and directives issued or adopted either by the Commissioner of Baseball or otherwise pursuant to the Major League Constitution or any such agency agreement. The Club shall comply with the applicable terms, conditions and requirements contained in the MLB Documents with respect to the subject matter of this Agreement and such compliance shall not be considered a default under this Agreement. In the event that any substantive part of this Agreement is modified or affected by MLB action or the interests of the City are adversely affected by such MLB action, then and in that event the parties will meet together and negotiate in good faith to make such equitable adjustments as are necessary to return the parties as nearly as is possible to the benefits and obligations they enjoyed under this Agreement prior to such changes mandated by MLB. The ultimate result of those negotiations and any adjustments in this Agreement, will be subject to MLB approval of such new arrangements. The Club will apply for and obtain the prior written approval of this Agreement from MLB within fifteen (15) business days from the execution of this Agreement or this Agreement will be void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto the day and year first above written

ATTEST:

Sandra Woodall
SANDRA WOODALL, CITY CLERK

(Seal)

APPROVED AS TO FORM:

John Hubbard
JOHN HUBBARD, City Attorney

WITNESSES:

Flora Brown

CITY OF DUNEDIN, FLORIDA,
a Municipal Corporation of Florida

By: Tom Anderson
TOM ANDERSON, Mayor

By: John Lawrence
JOHN LAWRENCE, City Manager

TORONTO BLUE JAYS BASEBALL CLUB, a limited partnership by its general partner, **TORONTO BLUE JAYS BASEBALL LIMITED**

By: _____
By: _____

EXHIBIT "A"

PROJECT ELEMENT DESCRIPTION

Grant Field Facilities

1. Demolition of the first base bleachers and replacement with covered seats consistent with the existing first base installation. Seating capacity will be approximately 5,500, with possible expanded seating upon mutual agreement.
2. Demolition of existing visitor's clubhouse.
3. Construction of a new two (2) story clubhouse/office building under the first base grandstand with a "footprint" of 8,000 to 10,000 square feet. The first floor would house the major league clubhouse, including the following elements:
 - (a) Lockers and associated facilities for up to 75 players
 - (b) Weight room (no less than 3,000 square feet)
 - (c) Dining facilities/classroom (approx. 2,000 square feet)
 - (d) Players' lounge
 - (e) Laundry facilities
 - (f) Trainers and Doctors' facilities (4 trainers)
 - (g) Manager's office and coaches locker room (room for 16 coaches)
 - (h) Video room
 - (i) Grounds crew and maintenance facilities with shower and washroom
 - (j) Indoor batting tunnels (lit), including mounds
 - (k) Umpire facilities
 - (l) Equipment room and storage areas with separate delivery entrance
 - (m) Reception area
4. The second floor of the new clubhouse would provide office space for Spring Training staff, including:
 - (a) Eight (8) private offices
 - (b) Two (2) assistance work stations and associated support
 - (c) Reception area
 - (d) Small conference room
 - (e) Board room for up to 25 people
 - (f) Storage, washroom, etc.
5. Both floors to be air conditioned.
6. The current clubhouse would be used by the visiting team. Existing office space would be used by the Dunedin Blue Jays.
7. The following additional upgrades are required at Grant Field:
 - (a) One (1) one-half field equipped with turf similar to SkyDome located on the existing Dunedin American Little League site.

- (b) Right and left field fences pushed back 10 to 15 feet
- (c) Secured parking with 100 spaces
- (d) Site security fencing, plus netting
- (e) General refurbishing:
 - (i) Dugouts
 - (ii) Lighting
 - (iii) Scoreboard (Syracuse style)
 - (iv) Press box elevator
 - (v) Press box level window replacement and face lift
 - (vi) Bullpens
 - (vii) Home plate entrance and ticket booths

Vanech (Minor League) Facilities

1. New facility to be constructed on the current Vanech Complex site:
 - (a) Four (4) fields in a "clover leaf" formation and a fifth field located in close proximity, built to a quality specification similar to other minor league professional fields, complete with "batter's eye" and lighting on one field.
 - (b) One (1) "half diamond" with turf similar to SkyDome.
 - (c) Full minor league clubhouse for up to 200 players complete with lockers. Portion of clubhouse space divisible into smaller units.
 - (d) Weight room (no less than 2,800 square feet)
 - (e) Dining facilities/classroom (approx. 2,000 square feet)
 - (f) Players' lounge
 - (g) Laundry facilities
 - (h) Trainers' facilities and doctor's office
 - (i) Manager's office and coaches locker room for up to 30 coaches
 - (j) Video room
 - (k) Four (4) indoor batting tunnels (lit) including mounds (Boston style)
 - (l) Site security fencing, plus netting
 - (m) Covered dugouts on each field services by water and electricity
 - (n) Umpire facilities
 - (o) Grounds crew and maintenance facilities with shower and washroom
 - (p) Covered observation tower
 - (q) Approx. 5,000 square feet of general office space
 - (r) Secure parking for coaches, players and staff (est. 100 spaces)
 - (s) Fan and press parking
 - (t) Storage and equipment facilities with separate delivery entrance
 - (u) Clubhouse to be air conditioned
 - (v) One major league practice field

Little League and Vanech Recreation Facilities

1. Two (2) American Little League fields and 20 x 20 Concession Stand with appropriate concession equipment and amenities to Fisher Field.
2. Relocation and construction of Vanech Inline Skating facility, approximately 80 x 50 with fencing and lighting to Englebert Complex lands.
3. Relocation and construction of Vanech Racquetball facility with fencing and lighting to Englebert Complex lands.
4. Relocation and construction of Four (4) full sized softball fields with irrigation, lighting and fencing and 30 x 30 concession building with equipment and umpire dressing room area to Englebert Complex lands.
5. Relocation of playground presently a Vanech Complex to Englebert Complex lands. Playground will include a new poured-in place surface.
6. Fencing of existing retention area.
7. Construction of parking area on Englebert Complex to service the relocated facilities not less in size than the parking facilities presently available at Vanech Complex.
8. Renovation of existing clubhouse facility at Englebert Complex for office space and maintenance area.
9. Necessary landscaping and drainage to meet Code requirements.

EXHIBIT B

Grant Field Facilities

All Grant Field stadium facilities and improvements, including the parking area, now existing and to be improved in the future, on the following parcel of land:

The Northwest 1/4 of Southeast 1/4 of Section 34, Township 28 South, Range 15 East, less the West 345 feet and less the South 492.50 feet. Less and except all encumbrances and rights-of-way.

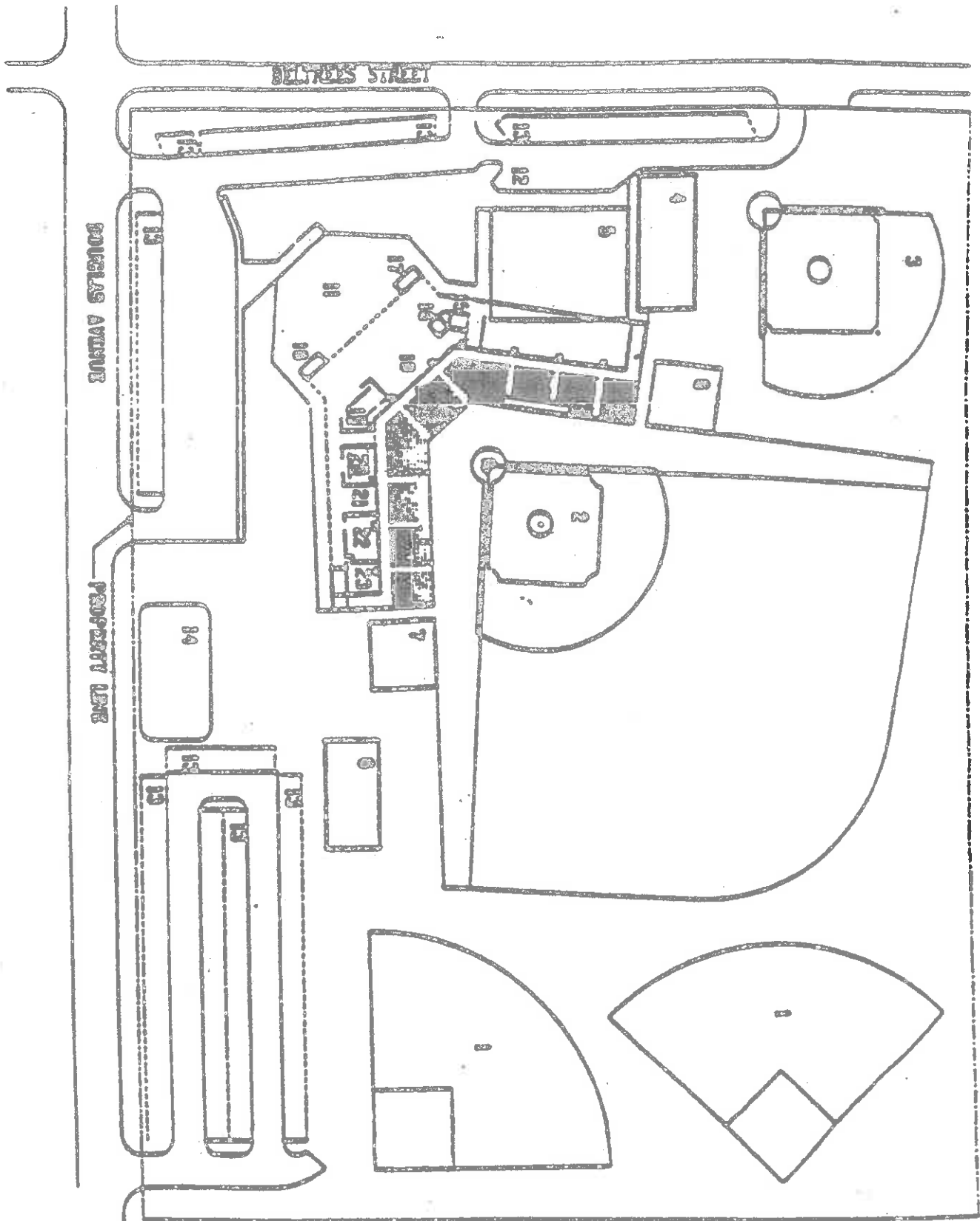


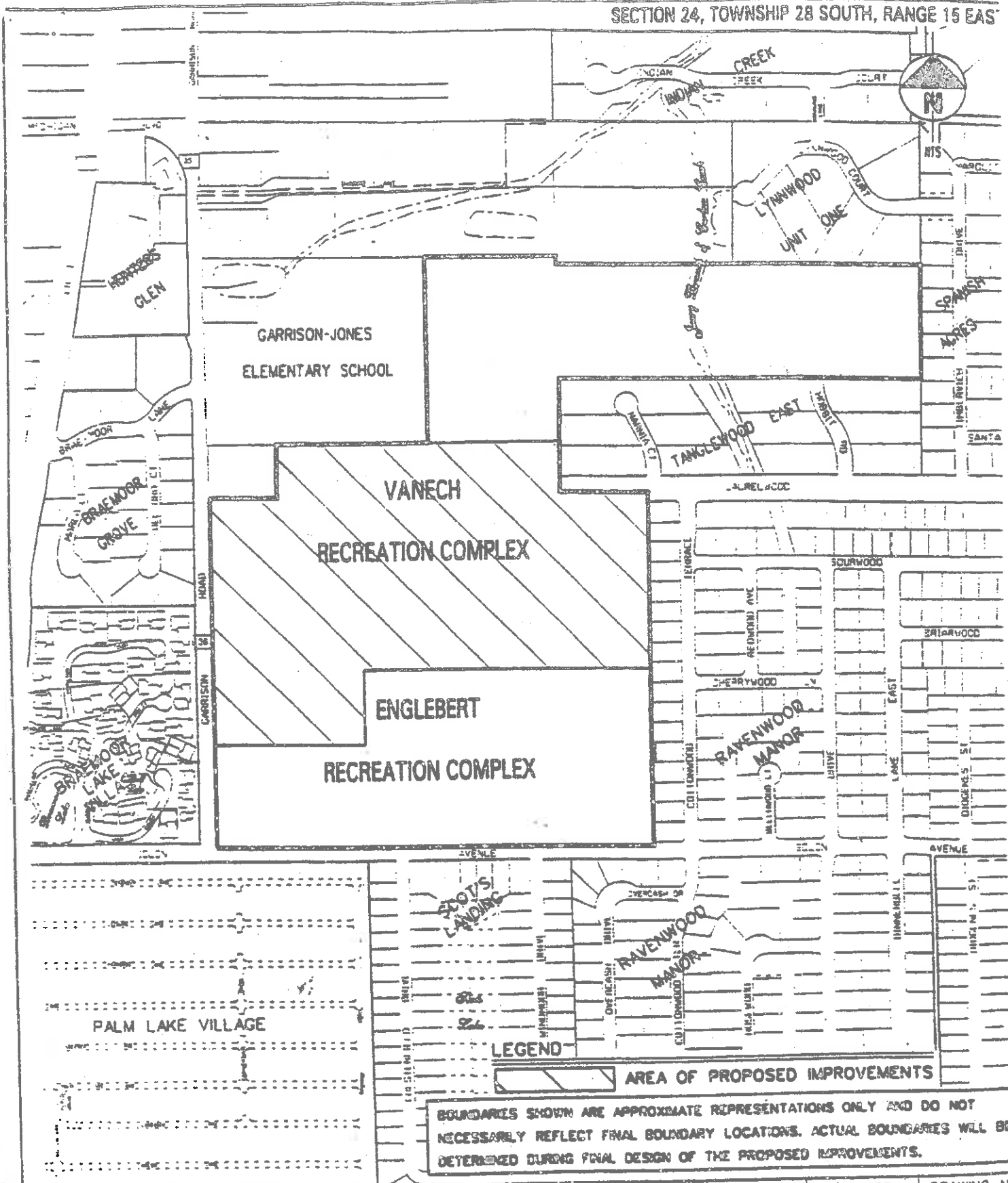
EXHIBIT C

Englebert Field & Van Ech Recreation

A parcel of land lying in the South $\frac{1}{2}$ of Section 24, Township 28 South, Range 15 East.

Commencing at the center of Section 24 go north 400.06 feet, east 1335.34 feet, north 417.35 feet along the eastern boundary of the Spanish Acres Subdivision. Thence west 1335.55 feet, north 26.02 feet, west 520.34 feet, south 683.61 feet, west 802.43, south 192.60 feet, west 242.01 feet, northwesterly 19.07 feet, south 1276.48 along the eastern right of way of Garrison Road, thence east 1642.96 feet, north 1244.15 feet and west 318.74 to the P.O.B. (O.R. 4505, Page 797 & O.R. 6671, Page 1319).

.Contains 83.57 acres more or less.



CITY OF DUNEDIN
 DEPARTMENT OF
 PUBLIC WORKS

(727) 733-4161
 P.O. BOX 1348
 DUNEDIN, FL
 34607-1348

**VANECH & ENGLEBERT
 RECREATION COMPLEX
 EXHIBIT C**

APPROVED BY

 DATE

REVISED

DRAWING No.
 1
 SHEET 1 OF

**FIRST AMENDMENT TO
CITY OF DUNEDIN AND TORONTO BLUE JAYS
LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO LICENSE AGREEMENT, made and entered into this 10th day of ~~December~~ January, 2001 by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the "**City**") and **ROGERS BLUE JAYS BASEBALL PARTNERSHIP**, the owner of the Toronto Blue Jays baseball franchise and assignee of all rights and obligations of the Toronto Blue Jays Baseball Club (hereinafter referred to as the "**Club**").

WHEREAS, the City and the Club entered into the City of Dunedin and Toronto Blue Jays License Agreement (hereinafter referred to as the "License Agreement") on December 15, 2000; and

WHEREAS, the parties desire to modify certain terms of the License Agreement pursuant to a Memorandum of Agreement Between Toronto Blue Jays and City of Dunedin dated as of the 13th day of November, 2001 (the "Memorandum of Agreement"); and

WHEREAS, due to unanticipated changes in the design of the new Dunedin Facilities, this amendment is necessary to establish mutual agreement of the parties to certain resulting changes to the License Agreement; and

WHEREAS, the parties intend that the License Agreement continue in the manner expressed in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and in consideration of the payments to be made under the License Agreement as modified by this Agreement and the obligations of the parties to be performed, the City and the Club hereby mutually covenant and agree to amend the License Agreement as follows:

Section 1. That Section 1(c) of the License Agreement is amended to read as follows:

- (c) "Dunedin Facilities" means the Englebert Complex Facilities and the Grant Field Facilities;

Section 2. That Section 1(n) of the License Agreement is amended to read as follows:

- (p) "Englebert Complex" means the Englebert Complex in the City of Dunedin, Florida, as described in Exhibit "C".

Section 3. That Section 1 of the License Agreement is amended to add the following provision:

All references in the Agreement to Vanech or the Vanech Complex and/or Facilities are hereby replaced with "Englebert" or "Englebert Complex", as the case may be, it being acknowledged that the facilities to be used by the Club originally contemplated to be obstructed on the Vanech site are instead to be constructed on the Englebert site.

Section 4. That Section 2 of the License Agreement is amended in its entirety to read as follows:

SECTION 2 - TERM

The Initial Term of this Agreement shall be fifteen (15) years commencing on the later of January 1, 2003 or completion of the Project contemplated by Sections 26 and 27 hereof and expiring on the later of fifteen (15) years following commencement or the end of such additional year or years as may be required in order to have played 225 Spring Training games, as set forth hereunder. In addition to the Initial Term, the Club shall have the option to extend this Agreement for two (2) additional five (5) year option periods under the terms hereof applicable as of the end of the Initial Term, pursuant to Section 4 of this Agreement.

- (a) Major League Team. The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, for each Spring Training Season.

during the Initial Term. The Club agrees to play no less than ninety (90%) percent of home Spring Training games at the Dunedin Facilities during the Initial Term and will make all reasonable efforts to play at least ten (10) Spring Training games with other Major League clubs at the Dunedin Facilities for each Spring Training Season. The commitment to play two hundred and twenty five (225) games during the Initial Term is subject to and conditioned upon Spring Training scheduling changes by the MLB Authorities generally applicable to all Major League Clubs in a manner that reduces the number of games that can be played at the Dunedin Facilities during Spring Training in accordance with the MLB Documents. In the event that the MLB Authorities reduce the number of games to be played at the Dunedin Facilities, the parties will consult with each other on this situation and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Agreement as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder. Games that are rained out will be counted as games played relative to the 225-game commitment above, if the teams are ready to play and the appropriate officials have formally cancelled the games because of rain out.

The Club shall be entitled to schedule Spring Training games in excess of ten (10) per Spring Training Season at the Dunedin Facilities. Home Spring Training Games to be played hereunder will be played at the Grant Field Facilities. Notwithstanding any contrary provision of this Agreement, during the Term the Major League Club shall be allowed to play Spring Training games in which it is designated as the "home" team at sites other than the Dunedin Facilities as requested by the MLB Authorities.

- (b) Minor League Team. The Club shall engage in Florida State League games of the Minor League Team at the Grant Field Facilities during such seasons as the Club engages in Spring Training of its Major League Team at the Dunedin Facilities. The Dunedin Facilities will be available for use by the Minor League Team during the Florida State League Season.

Section 5. That Section 5 of the License Agreement is amended to replace the last sentence of the second paragraph thereof with the following:

The City will not otherwise provide any services whatsoever to the Dunedin Facilities, except as is specifically provided herein, and shall not be obligated to expend any funds for repair or maintenance of the Dunedin Facilities during the Term, save as included in Sections 6(f), 6(g), 15 and 24.

Section 6. That Section 6 of the License Agreement is amended to add the words "6(f), 6(g)" after the word "Sections" in the first line of Paragraph 6(a), and by the addition of subparagraphs (f) and (g) to read as follows:

- (f) The City, without cost to the Club, will continue its practice of the annual painting of railings, building exteriors and batting tunnels for the duration of the License Agreement in accordance with its practices existing prior to the execution of the License Agreement.
- (g) The City, to the extent allowed by law, and without cost to the Club, shall use its best efforts for make available the use of persons required to do community service or inmate labor under the Club's supervision to clean and/or maintain the Dunedin Facilities during Spring Training. In the event that the Club is not allowed to provide supervision of such personnel, the City will provide such supervision, without cost to the Club.

Section 7. That Section 13 of the License Agreement is amended in its entirety to read as follows:

SECTION 13 - NAMING RIGHTS

The parties will cooperate with each other to sell naming rights to the Grant Field Facilities. The City will be responsible for the marketing of this right and shall proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities. The selection of a name will require the mutual consent of both parties and shall be made in accordance with the M.L.B Documents and the City is granted substantial discretion in this decision for the reason that the Grant Field Facilities are public facilities and the selection of the name will reflect on the Dunedin community. Any revenue from the sale of the naming rights will be the property of the City. The City (or naming rights sponsor) will be responsible for any costs of implementing such naming rights arrangements and the Club will have no responsibility therefor. The City's obligations regarding Capital Improvements shall be as is set forth in Sections 15 and 24 of this Agreement (as amended), in respect of Englebert Complex, Vanech and Grant Field Facilities, notwithstanding the level of funding of the Capital Replacement Fund.

Section 8. That Section 14 of the License Agreement is amended to read as follows:

SECTION 14 - CONCESSIONS, SALES AND EQUIPMENT

The Club shall be entitled to exclusively operate the Concession Facilities during Spring Training games and Florida State League games. The Concession equipment presently in the Grant Field Facilities is the property of the City. The Club may use such equipment while it is operating the Concession Facilities and shall be responsible for the reasonable maintenance and repair of said equipment and to deliver the equipment to the City in reasonable condition at the end of this Agreement, normal wear and tear excepted. Save for Capital Replacements, the Club will be responsible for replacing any concession equipment when it no longer may be reasonably repaired.

The Club shall not make any material alterations or improvements to the Concession Facilities or to any of the Dunedin Facilities without obtaining the prior written consent of the City Manager, which consent will not be unreasonably withheld. Requests to make any alterations or improvements shall be in writing.

The right of the Club to use and operate the Concession Facilities is an exclusive right save during City events. The Concession Facilities may be used by the City and by other organizations so authorized by the City at times when use is not required by the Club or for the Club events under the terms of this Agreement. The Club shall not exclude other organizations from use and operation of the Concession Facilities when use is not required by the Club or for the Club's events hereunder; provided that when the City or another organization is permitted to use and operate of the Concession Facilities, the City will be responsible for cleaning the concession equipment and the Concession Facilities, and the City will indemnify the Club for any damages to or additional maintenance of the Club's concession equipment (if the Club purchases and owns concession equipment) or any other loss, cost or liability incurred by the Club as a result of such use. Any use of the Club's concession equipment by such other organizations shall require the consent of the Club.

During the Term of this Agreement, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages during Spring Training games and Florida State League games. The Club or its concessionaire shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities, either directly or through its concessionaire during the Term of this Agreement. In the event that the City sells alcoholic beverages from the Concession Facilities during City events, the City will be responsible for obtaining the necessary license for the same.

Section 9. That Section 18 of the License Agreement is amended by the addition of subparagraph (c) to read as follows:

(c) The Club will prepay the \$100,000 Grant Field Annual Payment in the amount of \$100,000 and the Englebert Complex Annual Payment in the amount of \$25,000 in advance for the first and fifth years of the Initial Term of this License Agreement. Such prepaid sums shall be paid by the Club to the City as follows:

- (1) \$125,000 combined Grant Field Annual Payment and Englebert Complex Annual Payment will be paid by the Club to the City within thirty (30) days following the execution of this First Amendment to License Agreement and appropriate contract modifications between the City and the Contractor which are contemplated by the Memorandum of Agreement Between Toronto Blue Jays and City of Dunedin herein above referred to;
- (2) The second \$125,000 combined Grant Field Annual Payment and Englebert Complex Annual Payment will be paid by the Club to the City within ten (10) days from the date that the City accepts the Contractor's certification to the City that the Grant Field Facilities are 90% complete.

Section 10. That Section 24 of the License Agreement is amended in its entirety to read as follows:

SECTION 24 – CAPITAL REPLACEMENT FUND

During the Term of this Agreement, the City shall maintain a fund for the purpose of Capital Replacement expenditures which shall be known as the Capital Replacement Fund (the "Fund"). This Fund shall be used solely for Capital Replacement expenditures and shall be initially funded to an amount of \$250,000 (or such greater amount as agreed upon between the parties if excess funds are available from the bond issue for such purpose) from proceeds from the bond issue used to fund the Project expenditures. Capital

Replacements shall be undertaken by the City as and when required, without cost or expense to the Club as to the funding for such Capital Replacements. The City will be responsible for all capital replacement costs in respect of the Dunedin Facilities notwithstanding any funding or changes in funding to the Capital Replacement Fund.

The Fund shall be funded from the following sources:

- (a) At least \$250,000 from the Project financing as indicated above.
- (b) One-half (1/2) of the Concession Sharing amount paid to the City set forth in Section 8 until fully funded and thereafter such Concession Sharing amount will be paid to the City.
- (c) All interest accrued by such Funds, which interest will stay in the Fund even though the Fund exceeds its maximum amount.

The City shall maintain the Fund and shall separately account for it. The Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Fund and the information about amounts accrued therein. Expenditures of such funds shall be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed. At the end of the term of this Agreement, all funds remaining in the Fund will be the property of the City and may be used for any purposes as deemed appropriate by the City, free of trust.

The City shall administer the expenditures of such Funds and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices as in its normal course of business, unless the parties shall mutually agree to delegate some or all of a Capital Replacement Project to the Club.

Section 11. That Section 26 of the License Agreement is amended in its entirety to read as follows:

SECTION 26 - EXPANSION AND RENOVATION OF DUNEDIN FACILITIES

(a) As of the execution of this First Amendment, the City has secured a funding commitment from the State of Florida in the total amount of \$7 million and has secured a funding commitment from Pinellas County in the amount of \$3 million for the Project. The City has undertaken a major renovation and expansion of the Dunedin Facilities (the "Project"). The parties do hereby agree that the Project Scope of Work is now defined by that certain document dated November 14, 2001 from J.A. Jones Construction entitled "Final GMP" and plans, drawings and specifications listed therein (collectively, the "Final GMP"). The Final GMP defines all matters concerning Project price, Project scope and the design drawings referred to therein and said document fully defines the Project scope and details, subject to the following exceptions: three (3) Reception desks, new lockers at Englebert and wood in lieu of laminated lockers at Grant Field will be deleted from the scope of work in exchange for equipment (of equal cost to the Final GMP allocations for the aforementioned items) within the Club's furniture, fixtures and equipment budget, to be purchased by the City from the construction budget. These equipment items will be the property of the City and will be maintained by the Club during the term of the License Agreement. The Club will pay for its own reception desks deleted from the Project scope. The City represents that the cost of the Project has previously been financed in part by a bond issue issued by the City of Dunedin in the amount of \$12 million, that funds from the State of Florida, authorized by the recently enacted Spring Training Facilities legislation (Chapter 212.20 F.S. and Chapter 288.1162 F.S.) have been applied for and received in an amount to fund net \$7 million of the Project cost, and that a legally enforceable commitment from Pinellas County has been obtained in the form of an Interlocal Agreement to provide necessary funds to fund net \$3 million of the Project cost from tourist development funds, and such funding was approved by the Board of Commissioners of

Pinellas County. The City acknowledges that it has funded funds in the amount of \$3 million of the Project cost from the net funds provided to it under the bond issue previously issued, net funds due from City under the terms of this Agreement and from additional pledged revenues (such additional pledged revenues are not from the Club). The City additionally is funding an additional \$1 million of the Project cost from the net funds provided to it under the terms of this Agreement (including payment of the Grant Field Annual Payment and the Englebert Complex Annual Payment, as referred to herein above), and from other revenue sources identified by it. If the Project is not substantially commenced by July 31, 2001, the Club may terminate this Agreement. The term "substantially commenced" shall mean that the contractor has actually commenced work on some substantive portion of the Project and is actively pursuing the construction contract. (The City and the Club both reserve their respective rights and positions on this provision, but the City and the Club recognize that this reservation should be moot provided the Project is timely and properly constructed and completed under the terms of the License Agreement, this First Amendment and the Memorandum of Agreement and documents referred to therein.)

(b) The City has heretofore entered into a Design/Build Contract between Metric Constructors (now J.A. Jones) and the City of Dunedin dated February 15, 2001, as amended. The City agrees that the Grant Field Facilities will be completed by February 28, 2002 and the Englebert Complex will be substantially completed by September 26, 2002. The Blue Jays will relocate the minor league and extended spring operations during the period of February 1 through July 1, 2002 to allow work to proceed at Englebert. Costs of such relocation incurred by the Club will be at the Club's expense. The City will work cooperatively with the Blue Jays to mitigate this impact as much as possible by working with the Contractor to have certain fields at Englebert under construction while other fields continue to be available. Not less than one Englebert field will be available during the

construction. The Grant Field portion of the Project will be completed by February 28, 2002, save and except for the following items, which will be completed by March 15, 2002: (i) stucco on the clubhouse; (ii) hospitality suite interior; (iii) portions of the decorative fencing; (iv) stadium exterior façade enhancements; and (v) portion of parking lot where construction trailers are located. The clubhouses at Grant Field will continue to be available for major league purposes. Players may be shuttled to available fields at Englebert during the February 2, 2002 through July 1, 2002 period referenced in paragraph 2.

The contract with the general contractor will provide that any construction to occur at the Grant Field Facilities will not interfere with the ability of the Club to hold Spring Training games at the Grant Field Facilities during the time of the Spring Training Season. Construction contracts entered into by the City will provide that no construction work will occur at the Grant Field Facilities during the last two weeks in February and the month of March that will interfere with scheduled activities at Grant Field (it being acknowledged that in respect of the last two weeks of February, the foregoing applies to fieldwork only, such that player training can take place in advance of publicly attended Spring Training games commencing March 1, and that other construction work not interfering with player training exercises will take place during the last two weeks of February) . Notwithstanding any contrary provision of this Agreement, in the event the Club reasonably determines that the Dunedin Facilities are unfit for the playing of Major League Baseball Spring Training games, the Club may reschedule any Spring Training games to be played hereunder at an alternate site and such games shall count toward the game commitment set forth in Section 2 above. Until the date of commencement of the Initial Term of this Lease, the parties' agreement regarding the use of the Dunedin Facilities, except as specifically modified herein, will be in accordance with the existing License Agreement between the parties dated August 10, 1989, as amended and as extended by option of the Club heretofore delivered to the City.

Section 12. That Section 27 of the License Agreement is amended in its entirety to read as follows:

SECTION 27 - NATURE OF PROJECT

The Project will consist of the renovations, construction, improvements, relocations and changes as described in the Final GMP including the drawings, designs and specifications listed therein, subject to the exceptions thereto noted in Section 26(a) above. The parties agree that the Project will be completed in accordance with the Final GMP and the exceptions thereto noted in Section 26(a) above, and final construction cost of the Project will not exceed the sum of \$13,506,379, which excludes the cost of financing and the funding of the Capital Replacement Fund and any other matters not expressly set forth in the Final GMP and Section 26(a) hereof. The City will be responsible for paying such final cost of the project and may utilize the funds described in Section 26(a) to do so. The Final GMP shall not be varied from without the consent of the Club, not to be withheld unreasonably, and to be notified promptly.

Section 13. That Exhibit "A" of the License Agreement is deleted in its entirety.

Section 14. That Section 32 of the License Agreement is deleted in its entirety.

Section 15. All other provisions of the License Agreement, except as expressly modified herein, shall remain in full force and effect.

Section 16. The entering into of this First Amendment Agreement and the amendments contemplated hereby (including without limitation, any documents entered into with J.A. Jones Construction Company pursuant to section 7 of the Memorandum of Agreement or documents issued pursuant thereto) are without prejudice to the rights and remedies of the parties existing prior to the entering into hereof ("Reservation"), under which Reservation the parties hereto may pursue their rights and remedies and assert their applicable defenses in the event the Project is not completed as contemplated by and in accordance with this Agreement and the documents and further agreements referenced

herein, or in the event either party breaches its obligations pursuant to the terms of this Agreement, in either of which events all parties reserve all legal and equitable rights that they had through the date of this First Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto the day and year first above written

ATTEST:


SANDRA WOODALL, CITY CLERK

(Seal)

APPROVED AS TO FORM:


JOHN HUBBARD, City Attorney


WITNESSES:


CITY OF DUNEDIN, FLORIDA,
a Municipal Corporation of Florida

By: 
TOM ANDERSON, Mayor

By: 
JOHN LAWRENCE, City Manager

**ROGERS BLUE JAYS BASEBALL
PARTNERSHIP**

By: 
PAUL GOULET
PRES

By: 
RICHARD WONG
SERV UP

**MEMORANDUM OF AGREEMENT BETWEEN
TORONTO BLUE JAYS AND CITY OF DUNEDIN**

THIS MEMORANDUM OF AGREEMENT, made and entered into as of this 13th day of November, 2001 by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the "**City**") and **ROGERS BLUE JAYS BASEBALL PARTNERSHIP**, the owner of the Toronto Blue Jays baseball franchise and assignee of all rights and obligations of the Toronto Blue Jays Baseball Club (hereinafter referred to as the "**Club**").

WHEREAS, the parties have agreed to certain changes in the License Agreement dated December 15, 2000 and they wish this Memorandum of Agreement to reflect in conceptual terms the matters upon which they have agreed which will ultimately be incorporated into a First Amendment to License Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained.

Section 1. That the parties intend to modify the License Agreement heretofore entered into to incorporate the concepts and changes reflected in Exhibit A (Project Resolution Terms) attached hereto and incorporated herein by reference with certain other changes as may be agreed upon by the parties, the said License Agreement to be otherwise unchanged.

Section 2. The City will proceed diligently to make the additional funding request as contemplated in Exhibit A to the State of Florida following the execution of this Memorandum.

Section 3. The parties will consult with the Contractor to assure that the Contractor is in agreement with and will execute appropriate documents reflecting the modifications as set forth in Exhibit A applicable to it.

Section 4. The parties will execute an agreed upon First Amendment, as approved by their respective attorneys, and principals, within ten (10) days of the date the State of Florida approves the additional \$1 million State funding and once the matters referred to in paragraph 7 of the attached Exhibit A are completed, and after City Commission and Major League Baseball approvals (if required) of the arrangements set forth in Exhibit A are received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto the day and year first above written.

ATTEST:


SANDRA WOODALL, CITY CLERK

(Seal)

APPROVED AS TO FORM:


JOHN HUBBARD, City Attorney

WITNESSES:

CITY OF DUNEDIN, FLORIDA,
a Municipal Corporation of Florida

By: 
TOM ANDERSON, Mayor

By: 
JOHN LAWRENCE, City Manager

**ROGERS BLUE JAYS BASEBALL
PARTNERSHIP**

By: 
PAUL GOULET
PRES


By: 
RICHARD KING
SENIOR VP

EXHIBIT "A"

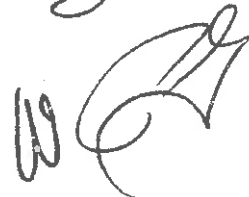
1. Reference in Section 2 of the License Agreement to January 1, 2002 will be changed to January 1, 2003. All other language, except as to number of games played, will remain the same. The Club will continue to use the Dunedin Facilities until commencement of the new License Agreement in accordance with the existing Agreement of August 10, 1989.
2. The Blue Jays will relocate the minor league and extended spring operations during the period of February 1 through July 1, 2002 to allow work to proceed at Vanech/Englebert. Costs of such relocation incurred by the Club will be at the Club's expense.
3. The City will work cooperatively with the Blue Jays to mitigate this impact as much as possible by working with the Contractor to have certain fields at Vanech/Englebert under construction while other fields continue to be available. Not less than one Vanech/Englebert field will be available during the construction.
4. The Grant Field portion of the Project will be completed by February 28, 2002, save and except for items agreed to in writing by the Club to be completed later. The clubhouses at Grant Field will continue to be available for major league purposes. Players may be shuttled to available fields at Vanech/Englebert during the February 1, 2002 through July 1, 2002 period referenced in paragraph 2.
5. All agreements herein are conditional upon the City applying for State matching funding in an amount of \$1 million and the successful acquisition of such funds and Contractor agreement to the items applicable to it.
6. The City agrees to contribute an additional \$500,000 towards the Project as set forth in the Final GMP referenced in paragraph 7 below.
7. The budget and scope of the Project will be funded for capital construction in the amount of \$13,506,379.00 as set forth in that certain document dated November 14, 2001 from J.A. Jones Construction and titled "Final GMP". The portion of the contract allowing J.A. Jones to adjust scope of the work shall be deleted by the Contractor. Such modification to the contract with J.A. Jones will be done by a change order to delete the language in paragraph 2 of the Agreement (and other similar language in the Contract) for Design/Build Services between Metric Constructors and the City of Dunedin dated February 15, 2001 as to the wording "including consideration of design modifications and alternative materials or equipment that will permit the Work to be completed within the Guaranteed Maximum Price (GMP) and by the date of Substantial Completion." The City, Club and Contractor will sign off and approve the plans, specifications, scope of work and construction schedule applicable to the Final GMP referenced in this paragraph.
8. The City will pay from Project financing funds the sum of \$250,000 to the Capital Replacement Fund.
9. Both parties reserve all legal rights if for any reason State funding is not available or has not been confirmed to be available by the State or if contractor agreement

cannot be achieved to modifications of the contract made necessary because of the Project Resolution Terms, or if the Project is not completed as contemplated by and in accordance with this Agreement and the documents and further agreements referenced herein. In the event that either party breaches their obligations pursuant to the terms of this Agreement, all parties reserve all legal rights that they have as of the date of this Agreement.

10. The number of Spring Training games to be played at the Dunedin Facilities will be 15 games per year for a total of 225 games during the Initial Term of the License Agreement, which requirement will not apply to the renewal terms. The License Agreement will be amended to reflect the total of 225 games, and the foregoing provisions.
11. All agreements contained herein, as appropriate, will be subject to Major League Baseball approval. Except as to the total number of games played, no other portion of Section 2(a) will be amended.
12. Section 13 of the License Agreement will be amended to provide that 100% of the naming rights will accrue to the City. The City will continue to be responsible for all capital replacement costs in respect of Engiebert, Vanech and Grant Facilities, notwithstanding any funding or changes in funding to the Capital Replacement Fund.
13. The Club will prepay the \$125,000 fixed payment for the use of the Dunedin Facilities for the first and fifth years of the Initial Term of the License Agreement. Such prepaid sums shall be paid by the Club to the City as follows:
 - (a) \$125,000 fixed payment will be paid by the Club to the City within thirty (30) days following the execution of the First Amendment to License Agreement and following execution of appropriate contract modifications between the City and the Contractor which are necessary because of this Agreement;
 - (b) The second \$125,000 fixed payment will be paid by the Club to the City within ten (10) days from the date that the City accepts the Contractor's certification to the City that the Grant Field Facilities are 90% complete.
14. The Club will loan the City the sum of \$250,000 at 5% simple annual interest for a term of 15 years to be paid back in equal annual installments on July 1 of each year commencing July 1, 2002 as a credit against money due from the Club to the City, in whole or in part. If sufficient funds do not exist to repay this debt from the funds due the City, said additional payment will be made directly by the City.
15. The City, to the extent allowed by law, and without cost to the Club, shall use its best efforts to make available the use of persons required to do community service or inmate labor under the Club's supervision to clean and/or maintain the Dunedin Facilities during Spring Training. In the event that the Club is not allowed to provide supervision of such personnel, the City will provide such supervision, without cost to the Club.
16. Three (3) Receptions desks, new lockers at Englebert and wood in lieu of laminated lockers at Grant Field will be deleted from the scope of work in exchange for equipment (of equal cost to the Final GMP allocations for the aforementioned items)

within the Club's furniture, fixtures and equipment budget, to be purchased by the City from the construction budget. These equipment items will be the property of the City and will be maintained by the Club during the term of the License Agreement. The Club will pay for its own reception desks deleted from the Project scope.

17. The City, without cost to the Club, will continue its practice of the annual painting of railings, building exteriors and batting tunnels for the duration of the License Agreement in accordance with its practices existing prior to the execution of the License Agreement.





CITY OF DUNEDIN

"Dedicated to Quality Service"

P.O. BOX 1348
DUNEDIN, FLORIDA 34697-1348
(727) 298-3000

February 14, 2003

LETTER OF UNDERSTANDING

Mr. Ken Carson
Director, Florida Operations
Toronto Blue Jays Baseball Club
P.O. Box 957
Dunedin, FL 34697

Mr. Douglas Hutchens
Acting Public Works Director
City of Dunedin
P.O. Box 1348
Dunedin, FL 34697-1348

RE: Completion of Spring Training and Practice Facilities

The parties hereto agree that the spring training and practice facilities upgrades contemplated by the License Agreement dated December 15, 2000, as amended by the First Amendment dated January 10, 2002, between the Toronto Blue Jays and the City of Dunedin have been completed to the satisfaction of the Toronto Blue Jays. The City has met its obligations to the Toronto Blue Jays in completing the improvements to the facilities.

TORONTO BLUE JAYS

CITY OF DUNEDIN

Ken Carson
Director, Florida Operations

Douglas Hutchens
Acting Public Works Director

"The City of Dunedin does not discriminate on the basis of race, color, national origin, sex, religion, age, and disabled status in employment or the provision of services"

CITY OF DUNEDIN

THE IMPACT OF SPRING TRAINING ON THE COMMUNITY

A COST – BENEFIT ANALYSIS

This analysis was assembled using a variety of information related to spring training in both the State of Florida and information specific to the City of Dunedin. A summary of the sources used in the analysis may be found at the end of this section. The approach taken was to attempt to determine the financial benefit, or lack thereof, to the City of Dunedin and its populace over the fifteen-year period since the City's certification as a Retained Spring Training Facility.

Findings

The cost of securing the Toronto Blue Jays has been approximately **fifteen million, seven hundred thousand, thirty-four (\$15,700,034) dollars** over the fifteen-year period studied. This includes the amount of money expended for the construction of the then-new Spring Training facilities. Cost figures represent actual cash expenditures. The apparent benefit to the community for the same ten-year period is **eighty six million, seventy-one thousand, eight hundred eighteen (\$86,071,818) dollars**.

Methodology

The benefits listed consist of four categories: First are monies paid directly to the City of Dunedin as a result of the license agreement with the Blue Jays. The second is the savings realized by the City of Dunedin as a result of the Blue Jays assuming the maintenance of the grounds and facilities at the two complexes they use. The third consists of contributions to community organizations and causes by the Blue Jays, which are made throughout the year. The fourth is the estimated impact of Spring Training-related tourism on the community.

Payments stipulated by the license agreement consist of an annual fee of \$125,000, a percentage- 5% of ticket revenue for the first 3,800 in attendance at each game, and 15% of ticket revenue for attendance in excess of 3,800 at each game, and a concession fee of fifty cents per attendee in excess of 3,800 per game. The figure for the annual fee was multiplied by fifteen to cover the study period. The three attendance-related figures were based on average game attendance per season, multiplied by the same fifteen-year period. The license agreement gave the City of Dunedin the right to market and sell the naming rights to the stadium used for Spring Training games. The City was able to sell the naming rights to Knology Broadband for a five-year term. That agreement has expired, but it did pay the City \$400,000 in cash and free cable TV airtime, which was used to advertise other City revenue-producing programs and events. Five years ago, the City sold the naming rights to Florida Suncoast Auto Brokers for \$26,000 per year.

Cost savings on facility and grounds maintenance was derived by using a memo written a former head of the department responsible for the facilities, which listed a maintenance savings of at least \$200,000. This estimate seems conservative, given the size and scope of the

facilities, but was accepted for the purpose of this report since that was the figure originally accepted by the city. The annual figure was multiplied by fifteen to cover the study period, resulting in a total of \$3,000,000 saved.

The Blue Jays contribute to Dunedin youth sports organizations, through a variety of methods, however, the most significant contribution is that the organizations are able to use the sports facilities maintained by the team throughout the year, including during Spring Training. The Blue Jays absorb the cost of the additional grounds maintenance, including on-site staff during Little League, softball and high school baseball games. Estimated costs for this additional maintenance work and staffing is approximately \$50,000 per year, or \$750,000 for the fifteen-year study period.

The Blue Jays operate the concession and novelty shops during Spring Training as well as the Florida State League minor league game schedule. The team offers community organizations, such as the Rotary and Kiwanis Clubs, the Chamber of Commerce, and other civic groups, the opportunity to volunteer in the concession stands in exchange for payments to the organizations based on an hourly rate for each volunteer. The team pays approximately \$22,000 annually to local organizations through this program, for a fifteen-year total of \$330,000.

It is estimated that the Blue Jays contribute approximately \$20,000 a year to various organizations in Dunedin. They are also annual sponsors of the Dunedin Highland Games, the recreation and parks department's Leisure Activities Bulletin, and have paid for program costs for grand openings at various city recreational facilities. The estimated annual contribution was multiplied by fifteen to total the \$300,000 benefit for the study period.

Earlier this year, the City contracted with Bonn Marketing, Inc. to update a study it had originally assisted with in 2009, with information specific to the economic value of the Toronto Blue Jays spring training. The study put the overall economic value in 2015 at \$78,472,413. It should be noted that the benefits attributed to retaining a spring training franchise, as outlined in this report, has been examined with respect to the entire local community, rather than just the local government entity that is financially responsible for the spring training facilities.

The purpose of the Retained Spring Training Franchise funding was to safeguard a Florida industry that had been determined to have a significant positive impact on the State's economy. Based on the apparent community benefit, the program would appear to have succeeded in the first fifteen years.

*This figure represents the total cost of construction, operations and capital replacement, less the State and local TDC financial contributions.

COSTS AND BENEFITS SUMMARY

DUNEDIN SPRING TRAINING FACILITIES 2000-2015

<u>Costs</u>		<u>Benefits</u>	
<u>Expenditure</u>		<u>Monies Paid To City</u>	
Cost of Reconstruction	3,500,000	Annual Lease	1,875,000
Operations	11,566,034	Naming Rights	530,000
Capital Replacement	634,000	Ticket Revenues	205,248
		Concession Fees	609,157
		<u>Value Items</u>	
		Facilities Maintenance	3,000,000
		<u>Community Contributions</u>	
		Contributions to Little League, Softball, High School and Other Local Youth Sports Organizations	750,000
		Spring Training Concession Fund Raising Opportunities for Local Organizations	330,000
		Blue Jays' Contributions to Local Civic Organizations and Causes	300,000
		<u>Tourism Impact</u>	
		Direct & Indirect	78,472,413
TOTALS:	\$ 15,700,034.00		\$ 86,071,818.00

COMPLIANCE WITH CRITERIA IN EFFECT

AT THE TIME OF CERTIFICATION

Following is a list of the criteria that were applicable at the time of the City of Dunedin's application for certification as a Retained Spring Training Facility. The City of Dunedin developed its application in September 2000. This section will address the City's compliance with each of those criteria as of July 2015.

Criterion 1:

A "unit of local government," as defined in Section 218.369, Florida Statutes, is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training facility is located.

Response:

The City of Dunedin is the owner of the property and facilities which have been used by the Toronto Blue Jays Baseball Club since 1977.

Documentation:

Please see site control documentation, which may be found in the Appendix of this report.

Criterion 2:

The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least fifteen (15) years.

Response:

The City of Dunedin and the Toronto Blue Jays executed a license agreement on December 15, 2000, which committed the baseball club to a fifteen (15) year term of use of the facilities for spring training.

Documentation:

Please see the license agreement, a copy of which may be found in Tab No. 3 of this report.

Criterion 3:

The applicant has a financial commitment to provide fifty (50) percent or more of the funds required by an agreement for the acquisition, construction or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.

Response:

The total cost of the facilities reconstruction project was approximately fourteen million (\$14,000,000) dollars, of which seven million (\$7,000,000) was funded by OTTED. Locally, three million (\$3,000,000) dollars was provided by Pinellas County Tourist Development Tax money, and the City of Dunedin provided the remaining four million (\$4,000,000) dollars. The City financed the entire cost of the project, and is paying it back over twenty years, using the grant fund payments and its own money to cover the debt service each year.

Documentation:

Please see relevant pages in the Appendix..

Criterion 4:

The applicant has projections, verified by the Office of Tourism, Trade and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually.

Response:

Average attendance at Toronto Blue Jays spring training games in Dunedin since 2000 was 69,434.

Documentation:

Please see year-by-year information on the Florida Grapefruit League website, and 2015 attendance figures from SpringTrainingConnection.com, found in the Appendix. These figures only go back to 2005, so the average attendance from last year's report was added to this year's attendance and the total averaged to produce an estimated 15-year average annual attendance.

Criterion 5:

The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to Section 125.0104, Florida Statutes.

Response:

Pinellas County continues to levy a tourist development tax.

Documentation:

Please see information in the Appendix from the Pinellas County website, related to the Tourist Development Council, Tourist Development Tax, and a copy of the agenda from the most recent TDC meeting.

Criterion 6:

The intended use of the funds by the applicant.

Response:

The intended use of the funds was the construction of new facilities related to retaining the Toronto Blue Jays in Dunedin. The funds were expended on renovations to Dunedin Stadium, the Englebert Recreation Complex, the Louis A. Vanech Recreation Complex and the Fischer Field Complex.

Documentation:

Please see materials in Tab No. 2 of this report.

Criterion 7:

The length of time that the existing franchise has been located in the state.

Response:

The Toronto Blue Jays have had only one spring training home since their inception. Dunedin has been that home since the opening spring training season in 1977, for a total of thirty-nine (39) years.

Documentation:

Please see website information on Florida Grapefruit League.com, related to the length of time the Toronto Blue Jays have held spring training in Dunedin.

Criterion 8:

The length of time a facility to be used by a retained spring training franchise has been used by one or more spring training franchises.

Response:

Please see response to Criterion 7.

Documentation:

Please see response to Criterion 7.

Criterion 9:

If applicable, for those teams leasing a spring training facility from a unit of local government, the remaining time on the lease for the facility used by the spring training franchise.

Response:

This is the final year of the agreement with the retained spring training franchise.

Documentation:

Please see the license agreement, a copy of which may be found in Tab 3 of this report.

Criterion 10:

The duration of the future-use agreement with the retained spring training franchise.

Response:

The license agreement between the City of Dunedin and the Toronto Blue Jays Baseball Club provides for two (2) five-year renewal options, which may be exercised by the club at its discretion. If both were executed, there is the potential of ten (10) more years of usage of the facilities for spring training (counting the five years left on the initial license agreement).

Documentation:

Please see the license agreement, Tab 3 of this report.

Criterion 11:

The amount of the proposed local match.

Response:

Please see the response to Criterion No. 3.

Documentation:

Please see documentation for Criterion No. 3 response, in Appendix.

Criterion 12:

The net increase of total active recreation space owned by the applying unit of local government following the acquisition of land for the spring training facility.

Response:

The funds were used for reconstruction of existing facilities. There was no land acquisition, or conversion of land to recreational use from another type of use; therefore, there was no net increase in active recreation space.

Documentation:

Not applicable.

Criterion 13:

The location of the facility in a brownfield, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an Urban Infill Redevelopment Plan.

Response:

The facility is not located in any of the above-mentioned areas.

Documentation:

Not applicable.

Criterion 14:

The projections on paid attendance attracted by the facility and the proposed effect on the economy of the local community.

Response:

As noted in the response to Criterion No. 4, the average annual paid attendance since 2000 has been 69,434. There has been an apparent benefit to the community of five million, seven hundred, thirty-eight thousand, one hundred twenty-one (\$5,738,121.00) dollars annually, or \$86,071,818.00 for the 15 - year period covered in this report.

Documentation:

Please see the response to Criterion No. 4, located in the Appendix, and the Cost Benefit Analysis, located in Tab No. 4 of this report.

APPENDIX

6. Site Control Documentation

7. Financial Commitment

8. Average Attendance

9. Tourist Development Tax

10. Franchise Tenure in State

11. Economic Impact Study

MASTER'S DEED

THIS INSTRUMENT, Made this 16th day of June, A.D. 1937, Between Harry L. Thompson, as Special Master in Chancery, of the first part, and City of Dunedin, a municipal corporation under the laws of the State of Florida, in Pinellas County, Florida, of the second part:

WHEREAS, the Circuit Court of the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, in Chancery, on the 11th day of May, 1937, among other things ordered, adjudged and decreed, in a certain cause then pending in said Court, between City of Dunedin, a municipal corporation, complainant, and Rhea & Company, Incorporated, a dissolved Florida corporation, and all unknown persons or parties claiming any right, title and interest in, to or over the herein described property through, under or from said dissolved corporation, and Virginia Park Company, Inc., a dissolved Florida corporation, and all unknown persons or parties claiming any right, title and interest in, to or over the herein described property through, under or from said dissolved corporation, defendants, that the premises described in said decree, and hereinafter particularly described, be sold by the undersigned Special Master in parcels as therein described to the highest and best bidder for cash on some Rule Day of said Court during the legal hours of sale at the front door of the Court House in Clearwater, Pinellas County, Florida, after first publishing a notice of the time, place and manner of sale in a newspaper of general circulation published in Pinellas County, Florida, for two consecutive weeks, and

WHEREAS, the said Special Master, in pursuance of the said order and decree of the said Court in Chancery, after first giving and publishing notice of the time and place of sale, together with a description of the premises to be sold, as aforesaid, for two consecutive weeks in The Dunedin Times, a newspaper of general circulation published at Dunedin, in Pinellas County, Florida, did, on the 7th day of June, 1937, sell at public auction the said premises, in parcels as hereinafter particularly described, agreeable to the order aforesaid; at which sale the said premises, in parcels, were sold to the said party of the second part for the total sum of Twenty-five Hundred (\$2500.00) Dollars, as follows:

Parcel One. NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 28 South, Range 15 East, less a lot in NE corner running east and west 345 feet and north and south 235 feet known as school tract.

for the sum of Two Thousand (\$2000.00) Dollars, that being the highest sum bid for the same; and

Parcel Two. That lot beginning 25 feet south and 25 feet west of NW corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34-28-15, and running west 196 feet, south 100 feet, east 196 feet, north 100 feet to P.O.B.,

for the sum of Five Hundred (\$500.00) Dollars, that being the highest sum bid for the same, and

WHEREAS, the said undersigned Special Master, party of the first part, did thereafter make his report of sale, together with all his acts and doings thereunto to said Court, and the Court did, on the 15th day of June, 1937, by order and decree, confirm the sale so made and so reported, and did order and direct said Special Master to make, execute and deliver a Master's Deed conveying said described property to the said City of Dunedin a municipal corporation, the purchaser at said sale, and in and by said order the said Court did fully ratify and confirm the sale so made,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of Twenty-five Hundred (\$2500.00) Dollars, paid at the time of the execution hereof, by the said party of the second part to the said Special Master, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain and sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the certain parcels of land in the County of Pinellas, State of Florida, described as follows:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 28 South, Range 15 East, less a lot in NE corner running east and west 345 feet and north and south 635 feet known as school tract, and

That lot beginning 25 feet south and 25 feet west of NW corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34-28-15, and running west 196 feet, south 100 feet, east 196 feet, north 100 feet to P.O.B.,

together with all and singular the rights, members, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, its successors

Parcel #3

School

VFW

and assigns, forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has herunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Nancy L. Thompson (Seal)
As Special Master in Chancery.

[Signature]

STATE OF FLORIDA }
COUNTY OF PINELLAS } ss.

I, an officer duly authorized to take acknowledgments, hereby certify that Harry L. Thompson is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

WITNESS my hand and official seal, the 16th day of June, A.D. 1937, at Clearwater, in the State and County aforesaid.



Helen Pecarek
Notary Public, State of Florida at Large.

My Commission Expires [Date] (Notary Public, State of Florida at Large)
~~My Commission Expires Nov. 8, 1937~~

FILED JOURNAL [Date] AT 4:20 PM IN THE BOOK NOTED
BY A. G. MURPHY, CLERK OF THE CIRCUIT COURT, PINELLAS
COUNTY, FLORIDA. [Signature] DEPUTY CLERK

This Warranty Deed Made the 31st. day of January
STANLEY R. DOUGLAS, individually and as Trustee

A. D. 19 77 by

hereinafter called the grantor, to CITY OF DUNEDIN, a Municipal Corporation

whose postoffice address is 750 Milwaukee Ave., Dunedin, Florida 33528
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

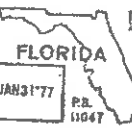
Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00-- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Pinellas County, Florida, viz:

The South 1/2. of the Northeast 1/4 of the Southwest 1/4 and Lots 8 and 9 in the Southeast 1/4 of Section 24, Township 28 South, Range 15 East, said Lots 8 and 9 being according to map of PINELLAS GROVES, as recorded in Plat Book 3, Page 15, Public Records of Pinellas County, Florida, all lying and being in Pinellas County, Florida.

SUBJECT TO easements and restrictions of record.

40 Res 400
41 St 34000
42 Sur 19800
43 Int 7700
Tot 77000

PINELLAS COUNTY
1 3 3 3 7 5



DOCUMENTARY SUR TAX
198.00
DEPT. OF REVENUE
JAN 31 '77
P.B. 10647

PINELLAS COUNTY
2 2 2 8 3 9

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 31 '77
10532
540.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 76

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

William A. [Signature]
P. W. [Signature]

Stanley R. Douglas
Stanley R. Douglas
DLS
DLS

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Stanley R. Douglas, individually and as Trustee

to me known to be the person described in said who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st. day of January, A. D. 19 77

[Signature]
Notary Public, State of Florida
MY COMMISSION EXPIRES: 4-29-77

This instrument prepared by:

Address: *[Signature]*

Prepared by Marianne Schaffer
51 Main Ave. S.
Dunedin, Florida 33528
of a title insurance contract.

SPACE BELOW FOR RECORDERS USE
JUN 31 3 01 PM '77
Pinellas County Clerk's Office

CITY OF DUNEDIN, FLORIDA



ADOPTED FY 2015 & PLANNED FY 2016 BUDGETS

SPECIAL REVENUE FUNDS

DUNEDIN STADIUM FUND

The Dunedin Stadium Fund is a special revenue fund used to account for the receipt and disbursement of funds related to the stadium, including operations and debt service.

IMPACT FEES FUNDS

The following funds are special revenue funds used to account for fees charged to developers to cover, in whole or in part, the anticipated cost of improvements that will be necessary as a result of the development (e.g., parks, roads). These funds are combined for reporting purposes.

- Fund 112 - Transportation Impact Fee Fund
- Fund 115 - Fire Impact Fee Fund
- Fund 116 - Parks (LDO) Impact Fee Fund
- Fund 117 - Law Enforcement Impact Fee Fund

LIBRARY CO-OP FUND

The Library Co-op Fund is a special revenue fund used to account for the receipt and disbursement of monies associated with the Pinellas County Library Cooperative.

COUNTY GAS TAX FUND

The County Gas Tax fund is a special revenue fund and is used to account for the costs of road and street improvements funded by proceeds of the Pinellas County gas tax.

ONE-CENT SALES TAX FUND

The One-Cent Sales Tax Fund is a special revenue fund and accounts for the costs of infrastructure and is funded by proceeds from the one-cent sales surtax approved by Pinellas County, Florida voters.

CRA FUND

The CRA (Community Redevelopment Agency) Fund is a legally separate entity, although for financial reporting and budgeting purposes it is blended as a special revenue fund type component unit. This fund is used to account for the receipt, custody and expenditure of property tax increment funds associated with redevelopment projects.

PARKS & RECREATION - STADIUM

Departmental Mission Statement

To serve the residents of Dunedin and its visitors with professional sports and entertainment and to act as an economic engine for the Downtown Merchants and local businesses.

Current Services Summary

Parks Division Staff provides in-kind maintenance prior to Spring Training each year. Work includes pressure washing, painting and repair and replacement of field lights. Parks Staff also provides custodial services during Spring Training games and clean-up services after Spring Training games.

Budget Highlights, Service Changes and Proposed Efficiencies

The budget is consistent with previous years again we are requesting staff take overtime for Spring Training stadium cleaning instead of comp time due to Parks workload. Professional Services was increased due to hiring consultants to assist with retaining the Blue Jays in Dunedin. This budget also follows the terms and conditions associated with the Blue Jays License Agreement.

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income to the City for FY 2015 are a percentage of ticket sales, food and beverage concession sales, parking fees, name rights sponsorship fees and an annual License Agreement payment during the Toronto Blue Jays Spring Training Season.

- Blue Jays pay the City a fixed amount of \$125,000 each year, license fee.
- City receives 5% of ticket sales for the first 3,800 fans in attendance for each game.
- City receives 15% of ticket sales in excess of 3,800 fans at each game.
- City receives 50 cents per attendee in excess of 3,800 fans per game for concession sharing. (City receives no concession sharing for the first 3,800 fans per game).
- City receives all of the parking lot revenue during Spring Training in the City lots, Library, Hale Senior Activity Center and Curtis Fundamental Elementary School. The Blue Jays receive all parking lot revenue from the Stadium lot.. 27,500
- City receives \$26,000 in naming rights from Florida Auto Exchange each year.

FY 2015 is the thirteenth year of the fifteen-year agreement. Contributions from the State and Pinellas County are used to pay debt service related to the construction of the Stadium. The agreement with the Blue Jays, and State and County support expire in 2017, while debt service continues through the year 2021.

Department Expenditure Summary

STADIUM ADMINISTRATION

FUND: STADIUM

EXPENDITURES:	ACTUAL FY 2013	PROJECTED FY 2014	ADOPTED FY 2015	PLANNED FY 2016	PERCENT INC/(DECR) FY 2014, FY 2015
Salaries & Benefits	\$ 31,351	\$ 38,848	\$ 35,873	\$ 35,873	-7.7%
Operating Expenditures/Expenses	380,758	350,132	503,228	619,661	43.7%
Capital Outlay	170,815	-	-	-	0.0%
Debt Service	6,258,042	1,002,735	1,001,642	757,059	-0.1%
Transfers	125,000	125,000	-	-	0.0%
TOTAL EXPENDITURES	\$ 6,965,966	\$ 1,516,715	\$ 1,540,743	\$ 1,412,593	1.6%

FY 2014 Goals and Objectives Accomplished

1. Continue to implement Capital Improvements Projects as outlined in the Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.
Status: All capital projects were completed.
2. Continue to work towards retaining the Toronto Blue Jays in Dunedin for Spring Training/Minor League baseball for an additional 15 to 20 years.
Status: Staff continues to take all appropriate steps to prepare for negotiations with the Toronto Blue Jays in retaining here in Dunedin for the next 25 to 30 years.

FY 2015 Goals and Objectives

1. Continue to implement Capital Improvements Projects as outlined in the Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.
2. Continue to work towards retaining the Toronto Blue Jays in Dunedin for Spring Training/Minor League baseball for an additional 25 to 30 years.

DUNEDIN STADIUM FUND SUMMARY

	FY2013 ACTUAL	PROJECTED FY2014 BUDGET	ADOPTED FY2015 BUDGET	PLANNED FY2016 BUDGET	VARIANCE FY14 V. FY15 OVER(UND.)	PERCENT INCR./ (DECR.)
BEGINNING RESERVES	\$ 237,374	\$ 462,738	\$ 268,664	\$ 145,223	\$ (194,074)	-42%
REVENUES:						
Intergovernmental Revenues - State	\$ 500,004	\$ 500,000	\$ 500,000	\$ 500,000	\$	0%
Intergovernmental Revenues - County	297,980	297,980	297,980	297,980		0%
Charges for Services	349,907	311,000	343,500	343,500	32,500	10%
Interest/Investments	959	368	963	963	595	162%
Miscellaneous Revenue	11,876	13,293	13,000	13,000	(293)	-2%
Debt Proceeds	5,244,000	-	-	-		0%
Transfers	786,604	200,000	261,859	83,237	61,859	31%
TOTAL REVENUES	7,191,330	1,322,641	1,417,302	1,238,680	94,661	7%
TOTAL REVENUES/BEGINNING RESERVES	\$ 7,428,704	\$ 1,785,379	\$ 1,685,966	\$ 1,383,903	\$ (99,413)	-6%
EXPENDITURES:						
Salaries	\$ 23,567	\$ 30,851	\$ 31,745	\$ 31,745	\$ 894	3%
Benefits	7,784	7,997	4,128	4,128	(3,869)	-48%
Operating Expenditures	380,758	350,132	503,228	619,661	153,096	44%
Capital Outlay	170,815	-	-	-	-	0%
Debt Service	6,258,042	1,002,735	1,001,642	757,059	(1,093)	0%
Transfers	125,000	125,000	-	-	(125,000)	-100%
TOTAL EXPENDITURES	6,965,966	1,516,715	1,540,743	1,412,593	24,028	2%
ENDING RESERVES	462,738	268,664	145,223	(28,690)	(123,441)	-46%
TOTAL EXPENDITURES/ENDING RESERVES	\$ 7,428,704	\$ 1,785,379	\$ 1,685,966	\$ 1,383,903	\$ (99,413)	-6%

111

STADIUM FUND

cct. No.	Object Name	FY 2013 Actual	FY 2014 Projected	FY 2015 Adopted	FY 2016 Planned	Change From FY 2014 to FY 2015	Change From FY 2015 to FY 2016
<i>Intergovernmental Revenues</i>							
334.7006	GRANT - FLORIDA	500,004	500,000	500,000	500,000	0	0
337.7001	SPORTS FRANCHISE FEES	297,980	297,980	297,980	297,980	0	0
Intergovernmental Revenues		797,984	797,980	797,980	797,980	0	0
<i>Charges for Services</i>							
347.5103	NAMING RIGHTS	27,455	26,000	26,000	26,000	0	0
347.5151	REVENUE-BLUE JAYS	289,837	260,000	290,000	290,000	30,000	0
347.5933	PARKING FEES	32,615	25,000	27,500	27,500	2,500	0
Charges for Services		349,907	311,000	343,500	343,500	32,500	0
<i>Miscellaneous Revenue</i>							
361.1000	INTEREST-INVESTMENTS	546	368	963	963	595	0
361.3000	NET INV FMV CHANGE	413	0	0	0	0	0
369.9027	OTHER MISC REVENUE	12,202	13,293	13,000	13,000	-293	0
369.9699	EQUITY VARIANCE	-326	0	0	0	0	0
Miscellaneous Revenue		12,835	13,661	13,963	13,963	302	0
<i>Other Non-Operating Revenue</i>							
384.0101	STADIUM 2012 A	510,000	0	0	0	0	0
384.0102	STADIUM 2012 B	1,454,000	0	0	0	0	0
384.0112	STADIUM 2012	3,280,000	0	0	0	0	0
Other Non-Operating Revenue		5,244,000	0	0	0	0	0
<i>Transfers</i>							
81.0101	TRFS FROM 001 GEN FUND	366,604	200,000	0	0	-200,000	0
381.0134	TRANS FROM FUND 334	250,000	0	0	0	0	0
381.0136	TRANS FROM FUND 134	0	0	261,859	83,237	261,859	-178,622
381.0152	TRFS FROM 552 SELF INS	170,000	0	0	0	0	0
Transfers		786,604	200,000	261,859	83,237	61,859	-178,622
111	STADIUM FUND						
TOTAL		7,191,330	1,322,641	1,417,302	1,238,680	94,661	-178,622

STADIUM FUND

Acct. No.	Object Name	FY 2013 Actual	FY 2014 Projected	FY 2015 Adopted	FY 2016 Planned	Change From FY 2014 to FY 2015	Change From FY 2015 to FY 2016
<i>Personal Services - Salaries</i>							
1301	OTHER SALARIES & WAGES	863	1,000	1,000	1,000	0	0
1401	OVERTIME	22,704	29,851	30,745	30,745	894	0
Personal Services - Salaries		23,567	30,851	31,745	31,745	894	0
<i>Personal Services - Benefits</i>							
2100	FICA TAXES	1,737	2,360	2,428	2,428	68	0
2201	RETIREMENT CONTRIBUTIONS	1,558	1,700	1,700	1,700	0	0
2310	LIFE & HEALTH INSURANCE	4,489	3,937	0	0	-3,937	0
Personal Services - Benefits		7,784	7,997	4,128	4,128	-3,869	0
<i>Operating Expenditures/Expenses</i>							
3110	PROFESSIONAL SERVICES	285	51,000	50,000	50,000	-1,000	0
3405	OTHER CONTRACTUAL SERV	22,605	29,424	32,424	32,424	3,000	0
3422	REFUSE DISPOSAL	1,766	3,352	3,352	3,352	0	0
4010	TRAVEL & PER DIEM	884	0	0	0	0	0
4110	COMMUNICATIONS SERVICES	1,069	1,008	1,008	1,008	0	0
4580	ISF-INSURANCE	154,553	154,553	259,962	271,895	105,409	11,933
4610	REPAIR & MAINTENANCE SRVC	190,943	81,166	106,000	210,500	24,834	104,500
4710	PRINTING & BINDING	0	1,000	1,000	1,000	0	0
4810	PROMOTIONAL ACTIVITIES	380	2,500	7,500	7,500	5,000	0
4919	OTHER TAXES	0	18,129	33,482	33,482	15,353	0
5210	OPERATING SUPPLIES	5,471	5,000	5,500	5,500	500	0
5219	CUSTODIAL SUPPLIES	2,802	3,000	3,000	3,000	0	0
Operating Expenditures/Expenses		380,758	350,132	503,228	619,661	153,096	116,433
<i>Capital Outlay</i>							
6210	BLDG-OFFICE	170,815	0	0	0	0	0
Capital Outlay		170,815	0	0	0	0	0
<i>Debt Service</i>							
7101	PRINCIPAL	6,005,841	944,637	957,652	725,501	13,015	-232,151
7201	INTEREST EXP	107,764	58,098	43,990	31,558	-14,108	-12,432
7301	COST OF ISSUE/OTHER FEES	144,437	0	0	0	0	0
Debt Service		6,258,042	1,002,735	1,001,642	757,059	-1,093	-244,583
<i>Other Uses</i>							
9101	TRF TO 001 FUND (GENERAL)	125,000	125,000	0	0	-125,000	0
Other Uses		125,000	125,000	0	0	-125,000	0
STADIUM FUND							
TOTAL		6,965,966	1,516,715	1,540,743	1,412,593	24,028	-128,150

Toronto Blue Jays - Dunedin

Blue Jays 2015 Schedule

- Subject to change - All times local
- 03 1:07 p.m. vs. PIRATES @ HOME
- 04 1:05 p.m. vs. Pirates in Bradenton
- 05 7:05 p.m. vs. Orioles in Sarasota
- 06 1:07 p.m. vs. ORIOLES @ HOME
- 07 1:05 p.m. vs. Phillies in Clearwater
- 08 1:07 p.m. vs. PIRATES @ HOME
- 09 1:07 p.m. vs. ASTROS @ HOME
- 09 1:05 p.m. vs. Detroit in Lakeland
- 10 1:07 p.m. vs. TWINS @ HOME
- 11 1:05 p.m. vs. Orioles in Sarasota
- 12 1:05 p.m. vs. Rays in Port Charlotte
- 13 1:07 p.m. vs. ORIOLES @ HOME
- 14 1:07 p.m. vs. YANKEES @ HOME
- 15 1:07 p.m. vs. CANADA JR. TEAM @ HOME
- 15 1:05 p.m. vs. Braves at Disney
- 16 OFF DAY
- 17 7:05 p.m. vs. Yankees in Tampa
- 18 1:07 p.m. vs. RAYS @HOME
- 19 1:07 p.m. vs. RED SOX @ HOME
- 20 1:05 p.m. vs. Rays in Port Charlotte
- 21 1:05 p.m. vs. Phillies in Clearwater
- 22 12:37 p.m. vs. RAYS @ HOME
- 23 OFF DAY
- 24 1:05 p.m. vs. Twins in Fort Myers
- 25 1:05 p.m. vs. Orioles in Sarasota
- 26 1:07 p.m. vs. PHILLIES @ HOME
- 27 1:07 p.m. vs. TIGERS @ HOME
- 28 1:07 p.m. vs. BRAVES @ HOME
- 28 1:05 p.m. vs. Pirates in Bradenton
- 29 1:07 p.m. vs. ORIOLES @ HOME
- 30 6:05 p.m. vs. Astros in Kissimmee
- 31 1:07 p.m. vs. PHILLIES @ HOME
- 01 1:05 p.m. vs. Red Sox in Fort Myers

Florida Auto Exchange Stadium
 373 Douglas Avenue
 Dunedin, FL 34698
Ticket Information:
 (727) 733-0429 or
 Toll free 1-888-525-JAYS

[Official Toronto Blue Jays Web Site](#)



Attending a Blue Jays Game at Florida Auto Exchange Stadium

Blue Jays Spring Training Ticket Prices & Information

Stadium Information

Directions to Florida Auto Exchange Stadium

Toronto Blue Jays Spring Training History

Blue Jays Spring Training Attendance (2005-14)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Total Attendance	53,620	53,930	62,592	64,444	68,674	52,550	68,195	76,008	78,509	67,900
Number of Games	13	15	14	14	16	11	15	16	16	14
Average Attendance	4,124	3,595	4,330	4,603	4,292	4,777	4,546	4,751	5,561	4,850

Area Information

[Pinellas County Tax Collector – Official Website](#)

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What We Do

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About our Office



World-Class Service, Anytime, Any Place

Mission

We serve our citizens promptly. We satisfy licensing and identification needs and accurately collect and distribute revenue. We are good stewards of public funds. We continually pursue organizational excellence.

Benefiting Pinellas

From collecting [property taxes](#) to issuing [driver's licenses](#), our office serves every resident of Pinellas County at one point or another. As an independently elected position that acts as the county's chief revenue officer, the Pinellas County Tax Collector is responsible for collecting and distributing a variety of local taxes, including taxes on [real estate](#), [tangible personal property](#), and [tourist development](#).

Each year, we collect more than \$1 billion in tax revenue, which we distribute to the [Pinellas County Board of County Commissioners](#), the [Pinellas County School Board](#), local cities, fire districts, and other taxing authorities. Our budget is approved annually by the [Florida Department of Revenue](#).

More than just taxes

Our office is also an agent for the [Florida Department of Highway Safety and Motor Vehicles](#). We issue driver's licenses, identification cards, and titles and registrations for automobiles, trucks, mobile homes and vessels. Additionally, we act as an agent for the [Florida Fish and Wildlife Conservation Commission](#) by issuing hunting and fishing licenses.

Not your typical government office

We are a recipient of the [2013 Governor's Sterling Award](#), Florida's top honor for performance excellence. We make it a priority to find ways to do business better, faster and cheaper. To deliver world-class service, our office employs a knowledgeable workforce of 261 skilled tax specialists,

[Pinellas County Tax Collector – Official Website](#)

-- Tourist Development Taxes ▾

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Tourist Development Taxes

(727) 464-5007



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Board of County Commissioners

John Morroni, Chairman
Charlie Justice, Vice Chairman
Dave Eggers
Pat Gerard
Janet C. Long
Karen Williams Seel
Kenneth T. Welch



Mark S. Woodard, County Administrator
James Bennett, County Attorney
Ken Burke, Clerk of the Court and
Comptroller

Pinellas County Board of County Commissioners
315 Court Street, 5th Floor Assembly Room
Clearwater, Florida 33756
www.pinellascounty.org

Regular Public Meeting

July 21, 2015

2:00 P.M.

AGENDA

Public Participation

Persons wishing to speak during the Citizens to be Heard portion of the agenda or regarding Regular Agenda items and Public Hearing items must complete a comment card. Cards should be given to staff at the table located at the front of the Assembly Room. At the scheduled section of the meeting when the item is before the Board of County Commissioners (Board), the Chairman will call each speaker, one by one, to the podium to be heard. Each speaker may speak up to three minutes. Persons who have been authorized to represent a group of four or more individuals, who are present, should limit their presentation to 10 minutes. Items may be taken out of order by the Chairman.

Invocation by Pastor Bill Losasso from Pathways Community Church in Largo

Pledge of Allegiance

PRESENTATIONS AND AWARDS

“Doing Things” Recognition to Bob Barter, Fleet Mechanic Supervisor, Real Estate Management

Government Finance Officers Association Fiscal Year 2015 Budget Award Presentation to the Office of Management and Budget

CITIZENS TO BE HEARD

CONSENT AGENDA

All matters listed under this item are considered to be routine and action will be taken by one motion without separate discussion of each item. If discussion is desired by a member of the Board, that item(s) will be moved from the Consent Agenda and considered separately.

CLERK OF THE CIRCUIT COURT AND COMPTROLLER

1. Approval of minutes of the regular meeting held June 23, 2015.

2. Reports received for filing:
 - a. Division of Inspector General, Clerk of the Circuit Court and Comptroller, Report No. 2015-12 dated June 4, 2015 – Follow-Up Audit of Service and Maintenance Contracts for Parks and Conservation Resources.
 - b. Division of Inspector General, Clerk of the Circuit Court and Comptroller, Report No. 2015-13 dated June 18, 2015 – Audit of St. Petersburg-Clearwater International Airport Lease and Concession Agreement with Stellar Partners, Inc.
 - c. Division of Inspector General, Clerk of the Circuit Court and Comptroller, Report No. 2015-20 dated July 1, 2015 – Audit of Animal Services Operations and Internal Controls.
 - d. Dock Fee Report for the month of May 2015.
3. Vouchers and bills paid:
 - a. \$110,359,162.58 from March 1 to April 4, 2015.
 - b. \$89,142,787.33 from April 5 to May 9, 2015.
 - c. \$99,992,931.44 from May 10 to June 13, 2015.
4. Miscellaneous items received for filing:
 - a. City of Clearwater Ordinances Nos. 8693-15, 8696-15, and 8699-15 adopted May 7, 2015, and Ordinances Nos. 8705-15, 8708-15, and 8711-15 adopted June 3, 2015, annexing certain properties.
 - b. City of Clearwater Notices of Public Hearings held July 16, 2015, regarding the vacation of certain easements.
 - c. City of Clearwater Notices of Public Hearings regarding proposed Ordinances Nos. 8731-15 through 8742-15 annexing certain properties and amending the Land Use Plan and the Zoning Atlas; public hearings to be held August 6, 2015.
 - d. City of Seminole Ordinances Nos. 06-2015 through 08-2015 adopted April 28, 2015, voluntarily annexing certain properties.
 - e. City of Safety Harbor Notice of Public Hearing held July 20, 2015 concerning a major site plan modification to remove an access point to McMullen-Booth Road.
 - f. Eastlake Oaks Community Development District minutes of the meeting held February 12, 2015.

COUNTY ADMINISTRATOR

5. Receipt and file reports of:
 - a. Non-procurement items delegated to the County Administrator (County Administrator).
 - b. Procurement items delegated to the County Administrator for the quarter ending June 30, 2015 (Purchasing).
 - c. Administrative budget amendments from April 1 to June 30, 2015 (Management and Budget).
 - d. Law Enforcement Trust Fund from April 1 to June 30, 2015 (Management and Budget).
 - e. Sheriff's Office grants received from April 1 to June 30, 2015 (Management and Budget).
6. Approval of a grant award from the Substance Abuse and Mental Health Services Administration for Fiscal Years (FY) 2015 and 2016 Veterans Treatment Court Program (Justice and Consumer Services).
7. Adoption of a resolution supplementing the FY 2015 General Fund Budget for unanticipated revenue (Management and Budget).
8. Approval of Transportation Incentive Grant Program applications with the Florida Department of Transportation for (Public Works):
 - a. Forest Lakes Boulevard pavement rehabilitation, Phase 2.
 - b. Park Street North and Tyrone Boulevard intersection improvements.

AUTHORITIES, BOARDS, CONSTITUTIONAL OFFICERS AND COUNCILS

Countywide Planning Authority

9. Acceptance of a Countywide Plan Map adjustment for the City of Oldsmar.

REGULAR AGENDA

10. Items for discussion from the Consent Agenda.

COUNTY ADMINISTRATOR

Airport

11. Approval of First Amendment to the agreement with Atkins North America, Inc. for airport improvement project consultant services for St. Pete-Clearwater International Airport, Phase 1.
12. Approval of First Amendment to the agreement with Avcon, Inc. for airport improvement project consultant services for St. Pete-Clearwater International Airport, Phase 2.

Other Departments

13. Approval of authority to advertise a public hearing for a proposed ordinance amending Code Section 118-31 relating to Tourist Development Taxes (Convention and Visitors Bureau).
14. Adoption of a resolution approving B4121047858 as a qualified applicant for the Qualified Target Industry Tax Refund Program (Economic Development).
15. Approval of Change Order No. 1 with Westcare Gulfcoast-Florida, Inc., Curaparr Corporation d/b/a Center for Rational Living and Wayne A. Grosnick and Associates, P.A. d/b/a Solutions Behavioral Healthcare Consultants for Adult Drug Court Treatment Services (Justice and Consumer Services).
16. Approval to declare three County-owned properties in the City of Indian Rocks Beach surplus and authorize sale contingent upon a new valuation appraisal (Real Estate Management).
17. Approval of cancellation of contract with Buccaneer Landscape Management for material breach and Purchase Authorization Change Order No. 1 with NDJ, LLC for landscape maintenance services (Utilities).
18. Other administrative matters.

COUNTY ATTORNEY

19. Miscellaneous.

AUTHORITIES, BOARDS, CONSTITUTIONAL OFFICERS AND COUNCILS

Business Technology Services

20. Approval of a purchase authorization with TW Telecom Holdings, Inc. for dedicated enterprise-wide internet access services.

Emergency Medical Services (EMS) Authority

21. Approval of appointments to the EMS Advisory Council.

COUNTY ADMINISTRATOR REPORTS

22. County Administrator FY 2016 Proposed Budget.

COUNTY COMMISSION

23. Miscellaneous.

If the afternoon portion of the meeting has not concluded by 5:30 p.m., a recess will be taken from 5:30 – 6:00 p.m. The remainder of the afternoon agenda will resume at 6:00 p.m., followed by public hearings.

6:00 P.M.

PUBLIC HEARINGS

The procedure used by the Board in conducting public hearings is to have a staff presentation followed by the applicant presenting the specific proposal. The Board will then hear comments from the proponents followed by comments from the opponents and a staff summary. The applicant will then be given an opportunity to close and the Board will decide on the matter. Please refer to the end of this agenda for more details on guidelines for time limitations and opportunities to speak.

COUNTYWIDE PLANNING AUTHORITY

24. Case CW 06-12 – City of Dunedin
Substantive Special Area Plan Change (SAP Change No. 3-2015) (Recommended to be withdrawn).
25. Proposed ordinance to repeal and replace the Countywide Comprehensive Plan, providing for a new plan title and format; and providing for adoption of new plan components consisting of plan strategies, rules, and map series (first public hearing).

BOARD OF COUNTY COMMISSIONERS

Planning and zoning applications heard by the Local Planning Agency

26. Q CU-12-6-15
Proposed resolution for a Conditional Use to allow temporary modular housing for fire station staff, a storage shed for gear, and a carport for parking fire trucks on approximately 2.44 acres located on the north side of 106th Avenue North, 448 feet east of Seminole Boulevard in the unincorporated area of Seminole. Application of 106th Avenue Townhomes, LLC, c/o Mike Hendry through Fire Chief Heather Burford, City of Seminole, Representative (Quasi-Judicial Hearing).
27. Q Z-14-6-15
Proposed resolution changing the Zoning classification from C-2, General Retail Commercial & Limited Services to C-3, Commercial, Wholesale, Warehousing & Industrial Support on approximately 0.5 acre located at the northwest corner of the intersection of Walsingham Road and 117th Street North in the unincorporated area of Largo (street address: 11695 Walsingham Road). Application of Gustavo Lopez (Quasi-Judicial Hearing).
28. Q Z/LU-11-5-15
Proposed resolution and ordinance changing the Zoning classification and amending the Future Land Use Map of Pinellas County. Change of zoning from A-E-W, Agricultural Estate Residential-Wellhead Protection Overlay to IL-W, Institutional Limited-Wellhead Protection Overlay (1.62 acres) and P/C-W, Preservation Conservation-Wellhead Protection Overlay (0.84 acre); a land use change from Residential Suburban to Institutional (1.62 acres) and Preservation (0.84 acre); and variances to allow an assisted living facility (ALF) approximately 506 feet away from an existing ALF where a distance of 1,200 feet is required and to allow one

parking space per three beds where one parking space per bed is required on approximately 2.46 acres of land located at 721 East Lake Road in the unincorporated East Lake Tarpon area. Application of United Asset Holdings Commercial, LLC through Todd Pressman, Pressman & Associates, Representative (Quasi-Judicial Hearing).

29. Proposed ordinance establishing the Board of County Commissioners as the Community Redevelopment Agency to carry out redevelopment activities within the Lealman Community Redevelopment Area (companion to item no.30).
30. Proposed resolution establishing the creation of a Lealman Community Redevelopment Area Advisory Committee; adopting by-laws for members, terms of office and operations (companion to item no.29) (Regular Agenda Item).
31. Proposed ordinance amending portions of Chapters 138, Zoning, and Chapter 154, Site Development and Platting, of the Pinellas County Land Development Code (first public hearing).

ADJOURNMENT

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons needing a special accommodation to participate in this proceeding should contact the Office of Human Rights, by written or oral request, at least 48 hours prior to the proceeding at: 400 South Fort Harrison Avenue, Suite 500, Clearwater, Florida 33756, Phone: (727) 464-4880, TDD: (727) 464-4062.

PUBLIC HEARING PROCEDURES

Public hearings before the Board are governed by the provisions of Section 134-14 of the Pinellas County Land Development Code. That code provides that at the conclusion of each person's presentation, any speaker may seek the Chairman's permission to ask questions of staff. Specifically:

1. *At the conclusion of the presentations by the applicant and any proponents, all affected parties may seek the Chairman's permission to ask questions of or seek clarification from the applicant and/or the proponents.*
2. *At the conclusion of the presentation by the opponents, all affected parties may seek the Chairman's permission to ask questions of or seek clarification from any opponent.*

The applicant's closing comments will address testimony subsequent to their presentation. Continuing rebuttal of other than directly preceding testimony will not be allowed.

Because much testimony has already been submitted in writing, the applicant should present the entire case in 20 minutes.

Toronto Blue Jays - Dunedin

Blue Jays 2015 Schedule

Subject to change - All times local

33 1:07 p.m. vs. PIRATES @ HOME
 34 1:05 p.m. vs. Pirates in Bradenton
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 27 1:07 p.m. vs. TIGERS @ HOME
 28 1:07 p.m. vs. BRAVES @ HOME
 28 1:05 p.m. vs. Pirates in Bradenton
 29 1:07 p.m. vs. ORIOLES @ HOME
 30 6:05 p.m. vs. Astros in Kissimmee
 31 1:07 p.m. vs. PHILLIES @ HOME
 31 1:05 p.m. vs. Red Sox in Fort Myers

Florida Auto Exchange Stadium

373 Douglas Avenue

Dunedin, FL 34698

Ticket Information:

(727) 733-0429 or

Toll free 1-888-525-JAYS

[Official Toronto Blue Jays Web Site](#)



Attending a Blue Jays Game at Florida Auto Exchange Stadium

Blue Jays Spring Training Ticket Prices & Information

Stadium Information

Florida Auto Exchange Stadium was built in 1930 and renovated in 1990 and 2002. The 2015 season will mark the Blue Jays 39th Spring Training at this location.

Parking: Reserved parking for season ticket holders only. Neighborhood parking varies in price.

Dimensions: 335 feet down left field foul line, 327 feet to right and 400 feet to center.

Seating Capacity: 5,510

Practices in February at the Mattick Training Center at Englebert Complex, 1700 Solon Ave., Dunedin, at 9 a.m. daily; in March at Florida Auto Exchange Stadium, 373 Douglas Ave., Dunedin.

Click [here](#) for a Florida Auto Exchange Stadium Seating Diagram

Florida Auto Exchange Stadium is also the home of the [Dunedin Blue Jays, Florida State League Class A Team](#)

Directions to Florida Auto Exchange Stadium

Toronto Blue Jays Spring Training History

Blue Jays Spring Training Attendance (2005-14)

Area Information

**Key Findings:
2015 MLB Spring Training
Economic Impact Estimates for the Toronto Blue Jays**

**Bonn Marketing, Inc.
Mark A. Bonn, Ph.D.
850-567-1826**

1. Data from the “2009 Major League Baseball Florida Spring Training” season was used to estimate the economic value the Toronto Blue Jays would contribute to the local economy based upon 2015 attendance figures.
2. MLB Spring Training attendance for the Toronto Blue Jays during 2015 was reported to be 70,769 for all home games.
3. Out of state attendees (71%) represented the largest of all segments during the 2015 MLB Spring Training season attending the Toronto Blue Jays home games.
4. Out of State attendees whose primary trip purpose was to attend MLB Spring Training (39%) and Out of State attendees citing attending spring training games was not their main trip purpose (32%) represented 71% of all attendee segments.
5. Florida Non-County Attendees whose primary trip purpose was to attend MLB Spring Training (21%) and Florida non-county attendees citing reasons other than spring training as their primary trip purpose (7%) represent approximately 28% of all total MLB Toronto Blue Jays Spring Training attendees.
6. Length of stay in Florida was greatest for Out of State attendees whose primary trip purpose was something other than MLB Spring Training (9.0 days) followed by Out of State attendees citing spring training as their primary trip purpose (7.6 days).
7. Party size for Out of State attendees citing trip purposes other than attending spring training games was the greatest (3.7 persons per party) followed by Florida non-county attendees with trip purposes other than attending spring baseball games (3.6 persons per party). Out of state attendees (3.3) and Florida non-county attendees (3.3 persons per party) whose primary trip purposes were for attending MLB spring training baseball games followed with equal travel party sizes.

**Key Findings, continued:
2015 MLB Spring Training
Economic Impact Estimates for the Toronto Blue Jays**

**Bonn Marketing, Inc.
Mark A. Bonn, Ph.D.
850-567-1826**

8. Average spending per party per day was the greatest for Out of State attendees whose primary trip purpose was for attending MLB spring games was the greatest (\$475.07) followed by Out of State attendees citing reasons other than attending spring training as their primary trip purpose (\$415.99).
9. Overall direct spending during 2015 by all attendees for the Toronto Blue Jays MLB Spring Training games was over \$53.5 million. Out of State Attendees visiting Florida primarily to attend MLB Spring Training exceeded \$29.8 million in direct spending followed by Out of State attendees citing purposes for visiting other than MLB spring training represented the next largest group for direct spending (\$22.7 million). Comparatively, during 2015, overall direct spending by all attendees for the Toronto Blue Jays MLB Spring Training games was over \$53.5 million. During 2015, Out of State Attendees visiting Florida primarily to attend MLB Spring Training spent in excess of \$29.8 million in direct spending followed by Out of State attendees citing purposes for visiting other than MLB spring training (\$22.7million).
10. During 2015, an estimated total of over \$53.5 million in direct spending was generated by Out of State and non-county visitors attending Toronto Blue Jays MLB Spring Training.
11. During 2015, the overall estimated economic value attributed to visitor spending due to the Toronto Blue Jays MLB Spring Training season grew to over \$78.4 million.
12. During 2015, direct spending by visitors attending Toronto Blue Jays MLB Spring Training games contributed over \$12.9 million in labor income. Total economic value from the 2015 spending of all non-county visitors resulted in a contribution of approximately \$25.4 million in labor income to the county.
13. During 2015, direct spending by visitors attending Toronto Blue Jays Spring Training games supported approximately 561 part-time and/or full-time local jobs. Total visitor spending during 2015 supported 854 part-time and/or full-time jobs.

**Key Findings, continued:
2015 MLB Spring Training
Economic Impact Estimates for the Toronto Blue Jays**

**Bonn Marketing, Inc.
Mark A. Bonn, Ph.D.
850-567-1826**

14. An especially important contribution all non-county MLB Spring Training attendees provide directly to Pinellas County is generated by their room nights spent in commercial overnight lodging accommodations. Based upon the 2015 total attendance at Toronto Blue Jays MLB Spring Training home games, the following numbers of room nights were generated by visitors to Pinellas County.
15. During the 2015 MLB Spring Training Season, it was determined that MLB Spring Training attendees generated an overall total of **25,561** room nights for the Pinellas County lodging industry.
16. Specifically, Out of State MLB attendees whose primary purpose was to attend Spring Training games generated 14,810 room nights. Out of state MLB attendees whose primary purpose was other than to attend MLB Spring Training games generated 5,284 room nights.
17. Non-county MLB attendees whose primary purpose was to attend Spring Training games generated 3,344 room nights.
18. Non-county MLB attendees whose primary purpose was other than attending Spring Training games generated 2,123 room nights.

2015 Toronto Blue Jays; Inflation Adjusted, CPI Inflation Calculator \$1.09 (Used in IMPLAN Analysis)

2015 Toronto Blue Jays Spring Training Update	Attendance Numbers	%	Average Length of Stay	Average Party Size	Average \$ Per Party Per Day	Direct Spending	Total Spending
Florida, In-County Attendee: Primary Trip Purpose: All	708	1%	-	-	-	-	
Florida, non-County Attendees: Primary Trip Purpose: Spring Training	14,861	21%	0.7	3.3	\$194.66	\$628,906	\$996,965
Out of State Attendees: Primary Trip Purpose: Spring Training	27,600	39%	7.6	3.3	\$475.07	\$29,854,908.22	\$45,768,874.00
Florida, non-County Attendees: Primary Trip Purpose: Other	4,954	7%	0.7	3.6	\$311.26	\$308,385.71	\$513,820.00
Out of State Attendees: Primary Trip Purpose: Other	22,646	32%	9.0	3.7	\$415.99	\$22,720,308.87	\$31,192,754.00
Total Attendees	70,769	100%	-	-	-	\$53,512,508.39	\$78,472,413.00

Florida, non-County Attendees: Primary Trip Purpose: Spring Training	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$ 27.25	13.998631%	\$88,038	\$139,561.45
Food & Beverage	\$ 54.66	28.081254%	\$176,605	\$279,960.28
Grocery	\$ 16.62	8.539165%	\$53,703	\$85,132.49
Admission	\$ 49.35	25.353077%	\$159,447	\$252,761.30
Golf	\$ -	0.000000%	\$0	\$0.00
Museums	\$ -	0.000000%	\$0	\$0.00
Evening	\$ 14.72	7.559261%	\$47,541	\$75,363.19
Transportation	\$ 21.38	10.981149%	\$69,061	\$109,478.21
Shopping	\$ 10.63	5.459466%	\$34,335	\$54,428.97
Other	\$ 0.05	0.027997%	\$176	\$279.12
Total	\$194.66	100.00%	\$628,906	\$996,965.00

Out of State Attendees: Primary Trip Purpose: Spring Training	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$ 126.9	26.71%	\$7,973,955	\$12,224,419.81
Food & Beverage	\$ 87.5	18.41%	\$5,497,462	\$8,427,848.90
Grocery	\$ 31.4	6.62%	\$1,975,925	\$3,029,178.92
Admission	\$ 75.5	15.88%	\$4,742,220	\$7,270,029.40
Golf	\$ 15.0	3.15%	\$941,418	\$1,443,235.47
Museums	\$ 0.6	0.12%	\$35,128	\$53,852.07
Evening	\$ 41.6	8.77%	\$2,617,003	\$4,011,979.19
Transportation	\$ 52.7	11.10%	\$3,314,285	\$5,080,942.77
Shopping	\$ 43.3	9.12%	\$2,722,385	\$4,173,535.40
Other	\$ 0.6	0.12%	\$35,128	\$53,852.07
Total	\$475.07	100.00%	\$29,854,908	\$45,768,874.00

Florida, non-County Attendees: Primary Trip Purpose: Other	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$ 96.54	31.02%	\$95,651	\$159,370.53
Food & Beverage	\$ 86.4	27.77%	\$85,623	\$142,662.33
Grocery	\$ 12.5	4.00%	\$12,342	\$20,563.94
Admission	\$ 48.2	15.50%	\$47,787	\$79,621.00
Golf	\$ 7.8	2.50%	\$7,714	\$12,852.46
Museums	\$ 14.9	4.80%	\$14,811	\$24,676.73
Evening	\$ -	0.00%	\$0	\$0.00
Transportation	\$ 44.9	14.42%	\$44,457	\$74,073.02
Shopping	\$ -	0.00%	\$0	\$0.00
Other	\$ -	0.00%	\$0	\$0.00
Total	\$311.26	100.00%	\$308,386	\$513,820.00

Out of State Attendees: Primary Trip Purpose: Other	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$ 62.2	14.96%	\$3,399,116	\$4,666,653.25
Food & Beverage	\$ 80.4	19.32%	\$4,390,525	\$6,027,760.45
Grocery	\$ 41.2	9.91%	\$2,251,074	\$3,090,504.30
Admission	\$ 66.9	16.08%	\$3,653,810	\$5,016,322.68
Golf	\$ 11.4	2.74%	\$623,231	\$855,635.49
Museums	\$ 2.0	0.49%	\$111,624	\$153,248.15
Evening	\$ 21.5	5.16%	\$1,172,047	\$1,609,105.54
Transportation	\$ 62.7	15.08%	\$3,426,002	\$4,703,564.63
Shopping	\$ 67.3	16.17%	\$3,674,274	\$5,044,418.17
Other	\$ 0.3	0.08%	\$18,604	\$25,541.36
Total	\$415.99	100.00%	\$22,720,309	\$31,192,754.00

Total All non-County Visitors to: Toronto Blue Jays Spring Training	Direct Spending	Total Spending
Lodging	\$312.92	\$17,190,005.04
Food & Beverage	\$308.95	\$14,878,231.95
Grocery	\$101.74	\$6,225,379.64
Admission	\$239.95	\$12,618,734.38
Golf	\$34.18	\$2,311,723.42
Museums	\$17.55	\$231,776.94
Evening	\$77.82	\$5,696,447.92
Transportation	\$181.71	\$9,968,058.63
Shopping	\$121.22	\$9,272,382.53
Other	\$0.95	\$79,672.55
Total	\$1,396.99	\$78,472,413.00

2015 Toronto Blue Jays MLB Spring Training Economic Impact

		Direct	Indirect	Induced	Total	Multiplier
Florida, non-County Attendees: Primary Trip Purpose: Spring Training	Output	\$535,907	\$229,465	\$231,592	\$996,965	1.86
	Labor Income	\$161,170	\$81,163	\$80,618	\$322,951	2.00
	Employment	7.7	1.9	1.9	11.5	1.49
	Employee Compens	\$148,249	\$72,713	\$72,912	\$293,874	1.98
	Proprietor Income	\$12,921	\$8,450	\$7,706	\$29,077	2.25
Out of State Attendees: Primary Trip Purpose: Spring Training	Output	\$25,022,911	\$10,174,431	\$10,571,532	\$45,768,874	1.83
	Labor Income	\$7,445,668	\$3,615,685	\$3,680,060	\$14,741,412	1.98
	Employment	320.4	82.7	87.4	490.5	1.53
	Employee Compens	\$6,977,352	\$3,248,153	\$3,328,317	\$13,553,822	1.94
	Proprietor Income	\$468,316	\$367,532	\$351,743	\$1,187,591	2.54
Florida, non-County Attendees: Primary Trip Purpose: Other	Output	\$280,630	\$116,633	\$116,557	\$513,820	1.83
	Labor Income	\$80,847	\$41,113	\$40,575	\$162,534	2.01
	Employment	4	1	1	5	1.54
	Employee Compens	\$75,352	\$36,955	\$36,696	\$149,003	1.98
	Proprietor Income	\$5,495	\$4,158	\$3,878	\$13,531	2.46
Out of State Attendees: Primary Trip Purpose: Other	Output	\$16,963,263	\$6,896,946	\$7,332,544	\$31,192,754	1.84
	Labor Income	\$5,240,757	\$2,431,576	\$2,552,529	\$10,224,861	1.95
	Employment	229.7	55.9	60.6	346.2	1.51
	Employee Compens	\$4,897,404	\$2,183,194	\$2,308,554	\$9,389,152	1.92
	Proprietor Income	\$343,353	\$248,382	\$243,975	\$835,709	2.43
All non-County Visitors to: Blue Jays Spring Training	Output	\$42,802,711	\$17,417,475	\$18,252,225	\$78,472,411	1.83
	Labor Income	\$12,928,442	\$6,169,537	\$6,353,782	\$25,451,761	1.97
	Employment	561	141	151	854	1.52
	Employee Compens	\$12,098,357	\$5,541,015	\$5,746,479	\$23,385,851	1.93
	Proprietor Income	\$830,085	\$628,522	\$607,302	\$2,065,909	2.49

**City of Lakeland
(Detroit Tigers)**

FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY

2015 ANNUAL REPORT

TIGERTOWN SPRING TRAINING FACILITIES



SUMMITTED BY:



ANNUAL REPORT

APPLICANT

- | | |
|-------------------------------------|------------------|
| 1. Name of Applicant: | City of Lakeland |
| 2. Federal Employee Identification: | 59-600000354 |
| 3. Population: | 100,000 |
| 4. County: | Polk |

CONTACT PERSON

- | | |
|-------------------|--|
| 1. Contact Person | Bob Donahay |
| 2. Title | Parks & Recreation Director |
| 3. Address | 228 South Massachusetts Ave,
Lakeland, Fla. 33801 |
| 4. Telephone | 863-834-6089 |
| 5. Fax | 863-834-6071 |

I certify that the information provided in the 2014 report is true and accurate. I further certify that I represent the City of Lakeland in my representations.

Reporting Signature: _____

Rob P. Dady

GENERAL INFORMATION

PROJECT INFORMATION

NAME OF PROJECT	2002 Stadium Renovations at Tigertown
PROJECT LOCATION	2220 North Lake Avenue Lakeland, Florida 33805

FINANCIAL SUMMARY

State Funds requested:	\$4.5 Million
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Local Match:

Polk County Tourist Development	\$2 Million
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Local Cash Match	\$5 Million
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In Kind Match	\$.5 Million
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Total Project Cost:	\$10 Million
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Brief Project Description

New expanded seating and complete exterior renovation has resulted in significant increases in attendance over the past ten years. Major improvements to the Player Development areas have also resulted in a satisfied franchise and also have enhanced opportunities for year round tourist and promotional events at the venue.

LOCAL MATCH

	Annually	Present Value	Gross Value
STATE OF FLORIDA	\$465,845	\$4,599,231	\$6,987,672
Polk County Tourist Development Council	\$202,575	\$2,000,000	\$3,038,625
Detroit Tigers/City of Lakeland	\$330,170	\$2,900,769	\$4,563,944
City of Lakeland			
In Kind Match		\$500,000	\$500,000
Total Local Match		\$5,400,769	\$8,102,569
<hr/>			
Total Project		\$10,000,000	\$15,090,240

Marchant Stadium Improvements

Marchant Stadium Improvements

Expenditures

September 2001 - September 2005

Object of Expense

Contractual Services	\$ 5,670,243.32
Architectural / Design Services	1,059,624.01
Construction Contract	3,511,292.12
Debt Issue Costs	44,252.00
Debt Issue Costs-Insurance	11,500.00
Equipment - Noncapital	104,254.65
All Other Materials & Supplies	28,523.38
Agricultural & Horticultural Supplies	84,148.22
Rentals	4,032.50
Travel	698.20
Licenses & Permits	2,800.00
Equipment - Capital	246,006.12

\$ 10,767,374.52

**COMPLIANCE WITH CRITERIA IN EFFECT
AT THE TIME OF LAKELAND CERTIFICATION**

Criterion 1:

A "Unit of local government," as defined in Section 218.369, Florida Statutes, is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training facility is located.

Response:

The City of Lakeland, Federal Employer Identification Number 59-60000354, is the sole owner of the property and associated facilities which are known as Tigertown and are used by the Detroit Tigers for spring training baseball. These facilities have been used by the Tigers for baseball operations since 1934.

Documentation:

There has been no change in ownership since original certification in October 2000. Verification is available through the offices of the Polk County Property Appraiser.

Criterion 2:

The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least (15) years.

Response:

The City of Lakeland and the Detroit Tigers executed a license agreement dated September 29th, 2000, which committed the baseball club to train in Lakeland the Tigertown Facilities for a full 15 year term.

Documentation:

A copy of the Agreement is attached.

Criterion 3:

The applicant has a financial commitment to provide (50) percent or more of the funds required by an agreement for the acquisition, construction or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.

Response:

The total cost of the facilities reconstruction project was 10 million (\$10,000,000.) dollars, of which the State funded four and one half million (\$4,500,000). The balance of the funding was provided from a combination of the Polk County Tourist Development Council, two million (\$2,000,000.) dollars and the City of Lakeland funds of three and one half million (\$3,500,000) dollars. The City of Lakeland bonded and financed the project and is repaying over the 15 years of the agreement with funds from these three sources.

Documentation:

Please find support in License Agreement and budget summary attached.

Criterion 4:

The applicant has projections, verified by the Office of Tourism, Trade and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually.

Response:

Attendance at Joker Marchant Stadium for the Detroit Tigers Spring Training has exceeded the 50,000 threshold every year since 2000. Current and projected attendance is projected to a range near 100,000.

Documentation:

Please see the reported attendance for all teams on the Florida Grapefruit League website. Also, please note that the attendance at away games for Detroit were well above the league average, indicating their statewide impact.

Criterion 5:

The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to Section 125.0104, Florida Statutes.

Response:

Polk County continues to collect five percent Tourist Development Tax.

Documentation:

See Attached Polk County Ordinance number 2013-001

Criterion 6:

The intended use of the funds by the applicant.

Requirements & Allowance

Tourist Development Tax Requirements For Polk County

The Polk County Board of County Commissioners has adopted a Tourist Development Tax on each transient accommodation in Polk County. The Tourist Development Tax is administered by the Tax Collector's Office.

Transient accommodations are living quarters or other accommodations in any hotel; apartment hotel; motel; resort motel; apartment motel; rooming house; mobile home park; recreational vehicle park; including site, rental house, or condominium, that is rented for a period of six months or less.

The Tourist Development Tax rate is set at 5%. It is an add-on tax, like the state sales tax, and is collected from the tenant at the time rent or accommodation charges are collected.

The owners of the listed properties, as well as applicable property managers or operators of such facilities, are responsible for collecting the tax from their tenants and remitting said tax to the Polk County Tax Collector.

Tourist Development Taxes are remitted monthly, with payments due on the first of the month following collection from tenants, and are considered delinquent if not paid or postmarked by the 20th of the month.

Rentals that generate less than \$100 in Tourist Development taxes quarterly may remit those taxes on a quarterly basis.

An application for a Tourist Development Tax Account may be obtained online from the Tax Collector's Office. [Click here to access the application.](#)

Related Requirements

Those seeking to rent or lease transient accommodations should also comply with the following requirements:

- State Sales Tax Requirement. For more information, contact the [Florida Department of Revenue](#) at 230 S. Florida Ave., Lakeland, FL 33801 or tel. [\(863\) 499-2260](#).
- Hotel And Restaurant Licensure Requirement - Department of Business and Professional Regulation, Division of Hotels and Restaurants. For more information, see the [Florida Department of Business and Professional Regulation](#) at 3725 W. Grace St., Suite 520, Tampa, FL 33607; tel. [\(850\) 487-1395](#)
- County Local Business Tax Receipt Requirement. [Click here for more information on County Local Business Taxes.](#)

Status Change Affidavit Form

The Status Change Affidavit Form is to be used by active Tourist Development Tax accounts holders who are requesting changes to their account status.

To access the Status Change Affidavit Form, [click here \(in PDF\)...](#) | [Get Adobe Reader](#)

Collection Allowance

Owners of rental properties receive a collection allowance as compensation for the timely collection and remittance of Tourist Development Taxes.

The collection allowance is 2.5% of the first \$1,200 collected per scheduled remittance return to a maximum of \$30 (*providing the tax return is remitted on time*).

Distributions

Tourist Development Tax dollars are distributed by the Tax Collector's Office to the Polk County Board of County Commissioners for its Tourist Development Trust Fund.

These tax dollars are used to advertise and promote tourism in Polk County, fund special art and cultural events, sporting events, and capital improvements.

The Polk County Board of County Commissioners is required to appoint a nine member advisory council. This council, the Polk County Tourist Development Council, makes recommendations to the Board on the effective use of revenues as well as monitors revenue expenditures by the Board.

For more information about tourist development in Polk County contact the [Central Florida Visitors Convention Bureau](#) and/or [Polk County Sports Marketing](#).

Response:

The intended use of the funds was the renovation and construction of facilities to support the retention of the Detroit Tigers Spring training activities in Lakeland, Florida. An enhanced fan experience, improved player development facilities, and a sustainable program were the basis of the improvements. The project resulted in increased attendance and improved facilities.

Documentation:

Please see supporting information on the project results as printed in Ballpark Digest Magazine.

Criterion 7:

The length of time that the existing franchise has been located in the State.

Response:

The Detroit Tigers had been visiting the State of Florida for Spring Games off and on in the 1920's but settled in one location in 1934 at Historic Henley Field. It is currently the longest running relationship between a franchise and host venue as we enter our 80th year. During World War II, the trained in the North due to National travel restrictions.

Documentation:

Please see the website information on the Florida Grapefruit League.com site, for listing of all teams' tenure.

Criterion 8:

The length of time a facility to be used by a spring training franchise has been used by one or more spring training franchises.

Response:

The Detroit Tigers played the first spring training games at Joker Marchant Stadium, Tigertown, in 1965. Prior to that date, they had exclusively played games at Historic Henley Field in Lakeland. (Since 1934)

Documentation:

Please see attached reference from City of Lakeland website, Joker Marchant Stadium.

Criterion 9:

If applicable, for those teams leasing a spring training facility from a unit of local government, the remaining time on the lease for the facility used by the spring training franchise.

Response:

At the time of this report, there is one year remaining (2016) in the term for use of the facilities.

Documentation:

Please see Use Agreement attached.

Criterion 10:

The duration of the future-use agreement with the retained spring training franchise.

Response:

The Use Agreement between the Detroit Tigers Baseball Club and the City of Lakeland has one year remaining. Current negotiations based on proposed improvements would extend the agreement for a minimum of 20 years.

Documentation:

Please reference the attached agreement for terms of existing contract.

Criterion 11:

The amount of the proposed match

Response:

Same response as Criterion 3.

Documentation:

Same response as Criterion 3.

Criterion 12:

The net increase of total active recreation space owned by the applying unit of local government following the acquisition of land for the spring training facility.

Response:

The City of Lakeland acquired five (5) acres of additional land to support the project. This property is contiguous with the Stadium project is used for grass parking as well as soccer.

Documentation:

See attached map.

Criterion 13

The location of the facility in a brownfield, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an urban infill Redevelopment Plan.

Response:

The Tigertown Complex is located in the Mid-Town Redevelopment Area. This is one of three C.R.A.'s in the Lakeland Corporate limits. The project lies within the Sports and Medical Corridor of significant development within the Mid-Town boundaries.

Documentation:

See Attached map. Also prominent within the Lakeland Comprehensive Plan.

Criterion 14:

The projections on paid attendance attracted by the facility and the proposed effect on the economy of the local community.

Response:

The annual impacts to the local economy for spring training have been documented in state wide studies. Often neglected are the significant impacts of the balance of the year's use of the facilities. The Tigers again booked over 13,000 room nights in local hotels for personnel, scouts, visitors of special events and camps. Over 40,000 meals are served annually, providing additional jobs and product sales to local merchants. Medical support from the community for player rehabilitation is a 12 month a year operation with significant economic impact.

Documentation:

Please see support letter from Polk County Sports Marketing.



TIMOTHY J. McCAUSLAND
CITY ATTORNEY
228 S. Massachusetts Avenue
Lakeland, Florida 33801
BUS: (863) 834-6010
FAX: (863) 834-8204
e:mail – timothy.mccausland@lakelandgov.net

August 11, 2015


Ms. Katherine Morrison
Sports, Tourism & Transportation Liaison
Office of Tourism, Trade and Economic Development
The Capitol, Suite 1902
Tallahassee, Florida 32399-00001

RE: Annual Report

Dear Katherine:

I have reviewed the requirements of the application that the City filed in 2000, and also Florida Statute 288.1162 with regard to the continuing requirements for Grant eligibility. I have also reviewed the City's records with regard to the use of the Grant funds, the City's expenditure as its match for Grant funds, other financial reporting of the City of Lakeland, and the existing lease documents related to Lakeland's long-term facility lease with the Detroit Tigers. Based on the foregoing, I am able to verify that the statutory requirements that the City complied with in 2000 have continued and are in full force and effect as of the date hereof.

If you have any questions, please feel free to contact me.

Very Truly Yours,


Timothy J. McCausland
City Attorney

TJM/aw



POLK COUNTY SPORTS MARKETING

August 26, 2015

Bob Donahay
Parks & Recreation Director
City of Lakeland
228 S. Massachusetts Ave.
Lakeland, FL 33801

Mr. Donahay:

This year was certainly a great one for the City of Lakeland, the Detroit Tigers and Polk County Tourism and Sports Marketing (PCTSM). It is once again, our pleasure to assist you with an estimate of the economic benefits generated by the Detroit Tigers and their impact on Lakeland and Polk County. PCTSM is the official destination management organization and sports commission for Polk County, Florida and regularly evaluates the impact of events held in our community.

Our community and the Detroit Tigers continue to enjoy an unprecedented relationship for 79 years. I am positive that this length of relationship will never be reached by another city and a Major League Baseball team. This accomplishment has a tremendous benefit to our community.

As always, the exact impact depends upon many factors that can create a swing in any year, but the overall impact to the City of Lakeland and Polk County continues to be in the range of \$40-45 million annually. This is partially based on previous studies completed by the state of Florida and more recent surveys at several spring training games. With that said, the Tigers have had great success in attracting visitors/spectators to our area since the last statewide study. Just this past year the average per game attendance for their 17 home games was 7,905, placing the Tigers fourth in the Grapefruit league in per game attendance. Total attendance rose by almost more than 18,000 people to 134,377 placing the Tigers third for the Grapefruit League. The average attendance was 103 people per game above the state average.

In addition, the Tigers hold several events throughout the year including Tigers Fantasy Camp, visiting Florida State League teams, Tigers Minor League coaches, organizational meetings, showcase events, and is the headquarters for the Detroit Tigers Draft. All of which creates positive impact for our community.

Major League Baseball and specifically, the Detroit Tigers Spring Training, has been, is currently, and will always be an extremely beneficial investment for Lakeland and Polk County. The finalization of an interlocal agreement between the City of Lakeland and Polk County for the investment of \$14.5 million dollars of Tourist Development Tax to improve the facilities at Tigertown and Joker Marchant Stadium was definitely a highlight of this year. We are looking forward to a future that is always bright.

I am happy to provide any additional information if needed.

Sincerely,

Marc Zimmerman
Sales & Events Manager

Economic Impact of the Detroit Tigers Spring Training in Lakeland, Florida 2014

Spring Training is vital to the health and vibrancy of Lakeland’s local and regional economy. Demonstrating this impact, the following information has been compiled to capture the specific economic impact of Spring Training in Lakeland. The methodologies provided are derived from the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report” published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Incorporated and are calculated with the attendance figures provided through a zip code analysis of the 2015 attendees that purchased tickets with credit cards. The information contained herein represents the estimated Economic Impact to Lakeland as a result of the Direct Spending associated with the Detroit Tigers Spring Training. Please note that this information does not include the associated impact to labor, income and employment in Lakeland as a direct result of the Tigers Spring Training activities.

The attendees, for this purpose, are separated into five distinct categories:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Detroit Tigers Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for the Tigers Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Polk County for another purpose, but included Spring Straining activities.
- **Local:** These include all Polk County residents.

Total attendance for the Detroit Tigers 2015 Spring Training season in Lakeland was 134,377. Of that grand total, **115,620** attendees purchased game tickets using credit cards. With the use of a zip code analysis from these 115,620 attendees, the tables below were created to provide a total average expense within the five unique categories that are being measured in conjunction with the zip code analysis.

Out-of-State-Primary Purpose	
Approximately 23.12% are Out-of-State Primary Purpose	26,731
Number of Out-of-State Parties (Average party size = 3 people)	8,910
Cumulative number of nights stayed (Average stay is 7.53 nights)	67,096
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 24,911,281.63
Out-of-State-Other Purpose	
Approximately 24.94% are Out-of-State Other Purposes	28,836
Number of Out-of-State Parties (Average party size = 3.08 people)	9,362
Cumulative number of nights stayed (Average stay is 9.66 nights)	90,439
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 35,762,299.73

Non-County-Primary Purpose	
Approximately 24.22 % are Non-County Primary Purpose	28,003
Number of Non-County Parties (Average party size = 2.81 people)	9,965
Cumulative number of nights stayed (Average stay is .39 nights)	3,886
Average expense for out-of-area expenses (\$171.73 per party) per day	\$ 667,438.97
Non-County-Other Purpose	
Approximately 3.55% are Non-County Other Purpose	4,104
Number of Non-County Parties (Average party size = 2.68 people)	1,531
Cumulative number of nights stayed (Average stay is 3.36 nights)	5,145
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 1,615,829.19
Local	
Approximate Number of Local Attendees	20,500
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 1,025,000
Estimated Total Direct Expenses by Attendees	\$ 63,981,849.52

Using the total direct expenses above, the indirect and induced effects were estimated using the multiplier provided within the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	Direct Spending	Indirect	Induced	Total Economic Impact	Multiplier
Out-of-State Primary Purpose	\$ 24,911,281.63	\$ 8,456,030.11	\$ 8,981,867.03	\$ 42,349,178.77	1.70
Out-of-State Other Purpose	\$ 35,762,299.73	\$ 12,141,300.76	\$12,892,309.05	\$ 60,795,909.54	1.70
Non-County Primary Purpose	\$ 667,438.97	\$243,615.22	\$243,615.22	\$ 1,154,669.41	1.73
Non-County Primary Purpose	\$ 1,615,829.19	\$557,461.07	\$557,461.07	\$ 2,730,751.33	1.69
Local Attendees	\$ 1,025,000	\$353,625	\$353,625	\$ 1,732,250	1.69
	\$ 63,981,849.52	\$ 21,797,032.16	\$ 23,073,877.37	\$ 108,762,759.05	

The total Economic Impact is estimated to be **\$108,762,759.05** as a result of the 2015 Detroit Tigers Spring Training.

This analysis of the Detroit Tigers 2015 Spring Training is intended to provide some background to the economic impact the MLB Spring Training season has on Lakeland, Florida. In 2015, the Tigers hosted 17 home games at Joker Merchant Stadium in Lakeland which were attended by 134,377 individuals. Supporting these attendance figures, the Tigers averaged 7,905 attendees per game for the 17 games played.

2015 Detroit Tiger Spring Training Total Attendance in Lakeland, Florida

2015	Season Attendance	Number of Home Games	Average Attendance per Game
Detroit Tigers	134,377	17	7,905

This attendee distribution has been broken down even further with information obtained from credit card receipts during the 2015 Tigers Spring Training season. Again, the zip code analysis was used to learn more about the geographic location of the individuals who were attending Spring Training games in Lakeland. This information was based upon the zip code information provided by the 115,620 tickets purchased by individuals to attend Detroit Tiger games during the 2015 Spring Training season in Lakeland.

Working solely with percentages, it was determined that internationally, 4.21% of the individuals attending games were from Canada. Within the United States, 37.05% of the attendees were from Florida and 36.10% were from Michigan, this was followed by Ohio with 2.81%, New York with 1.79% Pennsylvania with 1.77%, Illinois with 1.63% and Maryland with 1.58%. After this, another five states drew close to 1% and it was determined that more than 60% of individuals attending a Tiger's Spring Training game in Lakeland were from outside of Florida.

US Geography	Number of Attendees	% of Attendees
Florida	42,837	37.05%
Michigan	41,743	36.10%

Statewide within Florida, 33.98% of the individuals attending games were from Lakeland. Other cities that drew the most attendees to a Tiger's Spring Training game included Orlando at 4.74%, Winter Haven at 4.53%, Tampa at 4.00%, Orlando at 3.7%, Zephyrhills at 2.32%, Saint Petersburg at 1.60% and Miami and Jacksonville both at 1.13%.

The geographic distributions provided herein support the data and multipliers provided within the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report. With accurate assumptions and firm knowledge we are better able to capture the spending patterns of attendees which in turn can be reflected in the overall economic analysis.

COPY USE AGREEMENT
(Detroit Tigers)

THIS AGREEMENT, made and entered into this 29th day of September, 2000, by and between the CITY OF LAKE LAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club").

WHEREAS, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

WHEREAS, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.1182, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. **Lease.** The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 ½ baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. **Term.** The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. **Major League Team.** The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. **Use of Premises.** The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to

priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. Maintenance and Repair. The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scorebook/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
 2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
 2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.

The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scoreboard/program receipts.

9. Annual Rent. The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. Payment: Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. Insurance. The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. Damage or Destruction. In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy or insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. Taxes. The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. Termination. This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

DETROIT TIGERS, INC.

By: *John Mattala*
Its: *President - CEO*

The foregoing was subscribed and sworn to before me this 3 day of November, 2000, by John Mattala.

Margaret Comlich
Notary Public

MARGARET COMLICH
Notary Public, Wayne County, MI
My Commission Expires May 21, 2001
Notary Public Stamp

(Notary Public Seal)

y:\calcontract\DetroitTigers\lseAgt.doc

CITY OF LAKELAND, FLORIDA

By: *Ralph L. Fletcher*
Ralph L. Fletcher
Its: Mayor

By: *Kelly S. Koos*
Kelly S. Koos
City Clerk



(Seal)

Approved as to Form and Correctness:

By: *Joseph P. Mawhinney*
Joseph P. Mawhinney
City Attorney

Joker Marchant Stadium / Detroit Tigers / Lakeland Flying Tigers

TUESDAY, 22 FEBRUARY 2011 17:08



Share



Tiger Town is the last great traditional spring-training site still used in Florida. The Tigers have been training in **Lakeland** since 1934 (taking a break for the war years, of course) and playing in **Joker Marchant Stadium** since 1966. In those many years **Tiger Town** has evolved into a complete training complex that includes the ballpark, other training fields, dorm, training facilities, and team clubhouses. If you want a whiff of old-time Florida spring training, a **stroll through Tiger Town is in order.**



FAST FACTS

Capacity: 9,000

Year Opened: 1966; renovated in 2003

Dimensions: 340L, 420C, 340R

Surface: Grass

Local Airport: Orlando or Tampa

Home Dugout: Third base

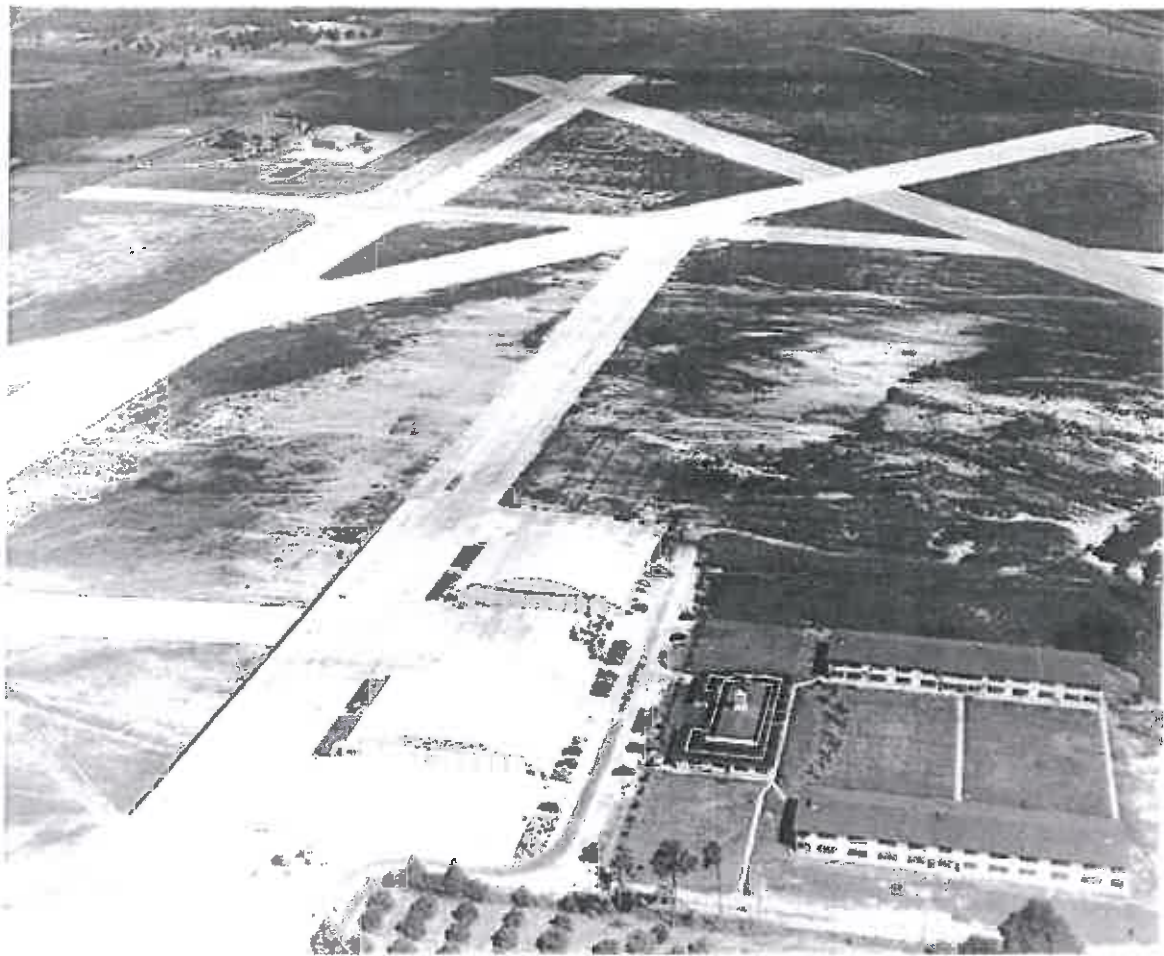
Address/Directions: Al Kaline Dr., 2301 Lakeland Hills Blvd., Lakeland. Take exit 33 off I-4 onto Hwy.

33 South. Tiger Town and the ballpark are approximately 2 miles on the left. There is signage pointing out two parking areas next to the ballpark.

[View Larger Map](#)



As one would expect from such an old facility, Tiger Town is one of the more historically interesting sites in the **Grapefruit League**. It was built on the site of a World War II flight school, the **Lodwick School**. Between 1940 and 1945 more than 8,000 cadets, including British Royal Air Force cadets, attended the **Lodwick School of Aeronautics**, and more than 6,000 graduated. Some of the remnants of that school still exist, including two hangars that have been renovated and used for various purposes. (You can see them in the city-owned industrial complex next to the Joker Marchant Stadium parking lot. Sadly, the most recent renovations to Tiger Town included the removal of a runway beyond the outfield wall. The photo below shows the two hangars on the bottom that still stand. Click on any image for a larger version.)



In keeping with the site's history the ballpark décor changed before Spring Training 2007. Detroit's **Florida State League** affiliate received a name change to the **Lakeland Flying Tigers** and adopted an aviation motif throughout the ballpark. As a result, concession stands are called canteens (among other things), and there's a lot of camouflage in the concourse, as shown above.

Thanks to a 2003–2004 renovation, **Joker Marchant** is still one of the most pleasant venues in spring training. The \$11-million renovation, designed by **HKS**, brought about new faux red-tile roofs that create lofty shaded, covered concourses and bright stucco towers, arches, columns and walls that anchor the exterior. Tigers fans might remember the garish orange seats in the grandstand; Joker Marchant now features ballpark-green individual armchair seats with cup holders, with three new rows along the backstop, bringing fans within 50 feet of home plate.



A new vertical backstop screen replaced the old canopy screen, while the seating bowl was angled toward the infield and extended down the right field line 94 feet, bringing fans closer to the action.

The concourses provide much-needed shelter from rain and the sun and features new and renovated restrooms, re-themed concessions, and improved signage. Ornamental fencing and natural wood trellises accent the perimeter and entry gates to create an open plaza.

The outfield area has been upgraded with a 16-foot-high, above-grade grass seating berm and trellised patio lined with mature palms, while the batter's eye hides a new maintenance building. The bullpens were relocated to the outfield area in full view of the stands and dugouts.

As a condition of the renovations, a new lease keeps the **Tigers** in **Lakeland** until **2019**.



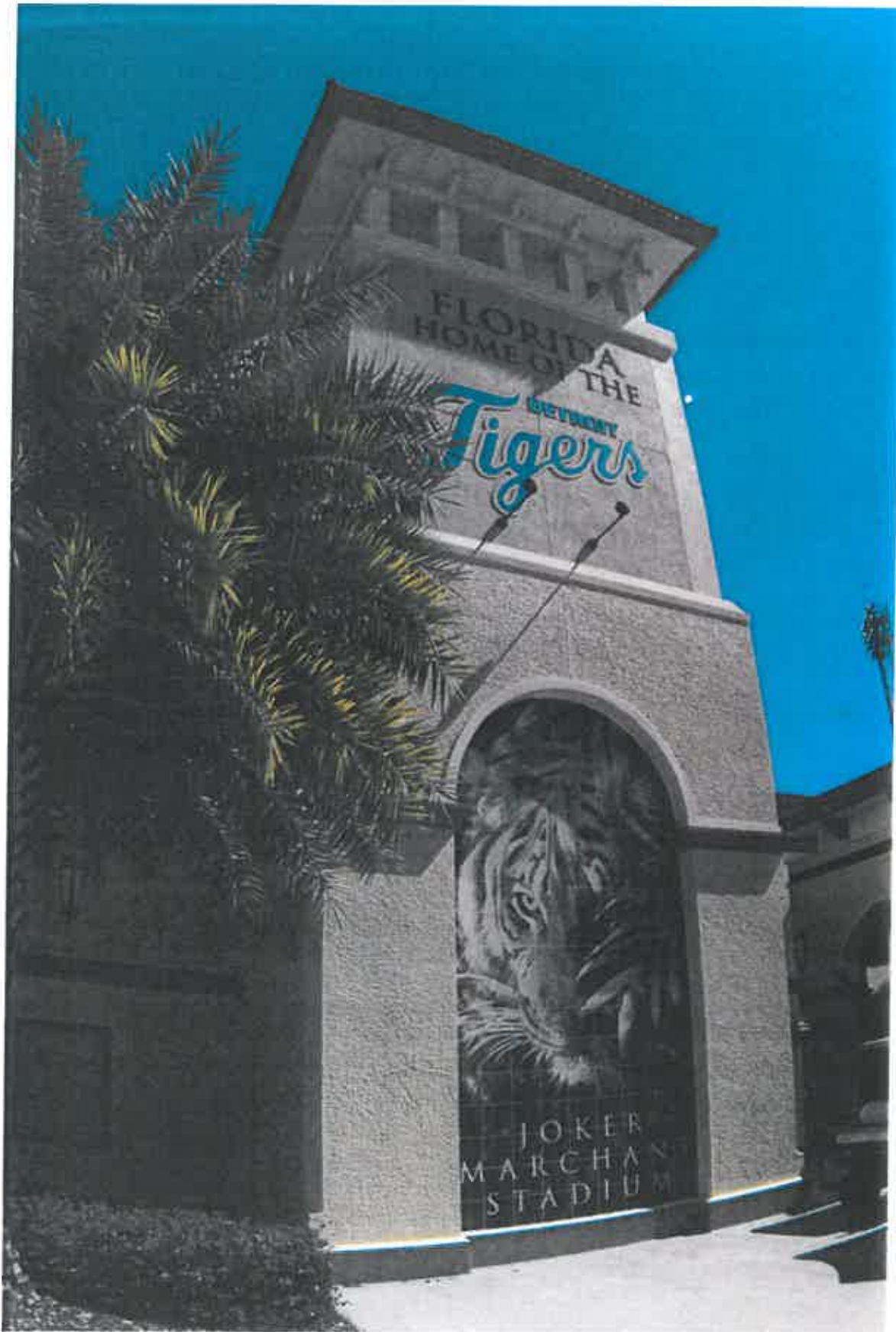
No matter where you sit, bring the sunscreen. Only the last 10 rows of the grandstand — those sitting in front of the suite level — sees any shade at all, while anything beyond the dugouts is in a sun field. It's even worse in the outfield berm area, where you'll be staring into the sun for much of a typical afternoon game. You'll also be fighting the sun in the left-field bleachers, which are a little unusual; this section is large and pitched at more of an angle than the rest of the ballpark. We don't recommend you sit out there unless you have no other options or want a place to let the little ones wander and burn off some energy.

Detroit fans tend to be pretty loyal to their Tigers, even when times were bad in recent years. The capacity of Joker Marchant is now around 9,000 (8,000 seats, with room for 1,000 or so out on the berm), and attendance is pretty steady: Crowds of 5,000 or more are fairly common. It's still a good place to visit if your favorite team is in town, but don't be surprised if you're a Red Sox or Yankees fan and the game is sold out.



The addition of six new furnished suites, themed after Tiger all-time greats Ty Cobb, Charlie Gehringer, Hank Greenberg, Willie Horton, Al Kaline, and Hal Newhouser, provide a comfortable perch to watch the game. Flanking the suites on either side of the press box and suites are two open-air covered patio lounges, four new restrooms, and a food service catering pantry.

Tigers spring-training games are fairly low-key events, thank goodness. About the only between-innings excitement comes when the grounds crew interrupt their infield grooming to dance along with what has become the National Anthem of Baseball, the Village People's YMCA.



The best thing about a Tigers spring-training game, however, is the laid-back atmosphere and easy accessibility to players and staff. If you go, watch for Tigers President David Dombrowski sitting behind home plate — he'll be the guy with the stopwatch, checking out his pitching staff.

Ballpark History

Joker Marchant Stadium was built in 1966 for \$360,000 and named after the city's popular parks and rec director, Marcus Thigpen "Joker" Marchant (*MAR-chant*).

Concessions

For the most part, you can find the normal ballpark fare at the ballpark: hot dogs, peanuts, soda, pizza, beer, ice cream, etc. We'd recommend the **Torpedo Dog**.

The pizza, of course, is **Little Caesars**: Tigers owner Mike Ilitch made his money by launching the Little Caesars pizza chain. Of much better quality are the smoked turkey legs, the barbeque pork sandwiches, the Italian sausage, and the occasional strawberry short cake. Why strawberry short cake? The region around Lakeland, especially **Plant City**, is known for its early-season strawberry crops. At Joker Marchant, the strawberries are also served with ice cream, and wandering vendors offer the strawberry delicacies. They're also available at a booth down the third-base line, which also serves Edy's ice cream.



Most of the beer served at Joker Marchant Stadium is of the standard corporate type. For something to remind you of home, a portable beer stand down the left-field line offers a variety of microbrews, including some from Michigan-based **Bell's**.

Autographs

The Tiger Town complex encompasses four **practice fields in a cloverleaf layout**, **Joker Marchant Stadium** and **Kaline Field**, a small diamond located past the Marchant Stadium left-field corner. Before the start of spring training all practices take place on the four cloverleaf fields and Kaline Field. A roped-off path runs between the practice fields and the clubhouse, and that's the place to snare players once they leave practice, which traditionally has begun at 10:30 a.m.

Once games start, the minor leaguers take over the cloverleaf fields, with the major-league squad decamping to Kaline Field or Marchant Stadium. On game days or before practice the place to snare an autograph is "**Autograph Alley**," down the right-field line, near the team offices and home clubhouse. Players mill around Autograph Alley and chat with fans in addition to signing autographs. Autograph Alley is manned from the opening of the gates two hours before game time to about 20 minutes before the actual start of the game.

If you arrive early enough, you can hang around the parking lot and irritate players as they arrive. You can also hang around the parking lot and try to attract their attention as they leave.



Parking

Parking is \$7 on adjacent lots. Get to the ballpark early: because there's only one main entrance to the ballpark parking lot and traffic gets congested on **Lakeland Hills Boulevard**.

Here's a super-secret back way into the Joker Marchant Stadium parking areas especially handy if you're coming from the south. There's an overflow entrance on the south side of the parking lots. To access it, go east on **Bella Vista Street** and hang a left (north) on **Gilmore Avenue**.

Share your news with the baseball community. Send it to us at editors@augustpublications.com.

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Marchant Stadium



2301 Lakeland Hills Blvd

FOR TICKETS PLEASE CALL (863) 686-8075

[Map Me](#)

Established in 1965, the Spring Training home of the Detroit Tigers seats 5,000 spectators with 3,700 grandstand seats, 450 box seats and 850 bleacher seats.

History

The plot of land upon which Joker Marchant Stadium stands and Tigertown was built had an established history as a training ground before it became a training complex for baseball.

It all started on September 14, 1940, when the Lodwick School of Aeronautics began primary flight instruction by contract with the United States Army Air Corps. The school's proprietor, Harvard educated Albert Lodwick, leased the Lakeland Municipal Airport for his school's mission, which was to provide basic flight training to cadets for service in World War II. Lodwick's school did that for nearly five years and by the time it closed on August 7, 1945, over 6,000 American and 1,200 British pilots had graduated from the Lakeland academy.

Ironically, construction on the airport leased by Lodwick began in 1934, the same year the Tigers first

set up camp in Lakeland, and in 1953, five years after the airport was renamed Al Lodwick Field, the land's primary usage began to switch from aviation to athletics, with Detroit's minor leaguers moving into the school's abandoned barracks and setting up their operations at "Tigertown."

During its inaugural spring training, the Tigertown complex had "four first-class working diamonds, a batting cage with automatic throwing device, and all the facilities needed by the teams in training." So reported the *Ottawa Citizen* in its April 11, 1953 issue during a story about the city's minor league team, the Ottawa Athletics, who were "housed in barrack blocks" during their five day stay at "the former U.S. Army training base" that would be phased out as Lakeland's main airport over a three-year period. Lodwick Field was closed to air traffic on March 12, 1960.

While construction of Tigertown began in October of 1952, it would be another 155 months before construction would commence on a main stadium for the complex. Construction on that stadium, known as Joker Marchant Stadium from the outset, began in September 1965 and six months later the Tigers' organization was at last unified within Tigertown, as the major leaguers no longer needed to train at nearby Henley Field, their original and 29-season home in Lakeland.

On March 12, 1966, Joker Marchant Stadium hosted its first game, a 4-2 victory for the Tigers over the Twins that was attended by 4,919 fans and the stadium's namesake, Marcus Thigpen Marchant, who went by the name "Joker" and often wore a white cowboy hat. That explains why a weathered plaque in the stadium's concourse that dates to 1966 is etched with a cowboy hat-wearing likeness of the city's longtime parks & rec director, who played a major role at keeping the Tigers in Tigertown while working for the city, which he did until retiring in 1978. Marchant died at his Lakeland home during spring training in 1983.

Joseph Skillman died the year before Joker Marchant did and while Skillman's name is not often associated with the stadium, he is the Lakeland civil engineer who designed it, along with the dormitories at Tigertown that were dedicated in 1971 in honor of John Fetzer, who owned the Tigers then and when Joker Marchant Stadium opened. Skillman did his design work while under the employ of Lakeland Engineering Associates, a firm today known as Chastain-Skillman, Inc.

The year after the Skillman-designed dorms opened, the City of Lakeland installed a \$160,000 set of lights that enabled the stadium to host its first night game on March 31, 1972, when the Tigers beat the Red Sox, 6-2.

Shortly after the inaugural night game at Joker Marchant ended the first strike in baseball history began, as players officially walked out at midnight over concerns about their pension plan. The unprecedented action of labor strife dominated the next day's newspapers, so the 8:00 game attended

by 3,552 fans was a footnote, even in the local paper, the *Lakeland Ledger*, which labeled the proceedings "second-class in the midst of more significant happenings."

As to be expected of any ballpark its age, Joker Marchant Stadium has been renovated and expanded over the years, and to the point it now has space for more than twice as many fans within its confines as it did when it opened as a 4,900-seater.

Two renovations stand out.

In 1988, a whopper of a bleacher section was added down the left field line and the stadium's first significant addition expanded its seating capacity to 7,027.

Fifteen years later, a stadium version of Extreme Makeover occurred when a modern Joker Marchant Stadium was unveiled following 10 months and \$10 million worth of work on it after a nationally renowned architectural firm (HKS) designed and a locally based contractor (Rodda Construction) built what four entities paid for. The State of Florida's \$4.5 million grant was the biggest financing chunk, while the Polk County Tourist Development Council chipped in \$2 million. The remainder of the renovation's cost was paid for by the Tigers and the City of Lakeland.

As part of the millions spent, the city owned and operated stadium got an exterior facelift, redone in a Mediterranean-style, but the do-over did remove four pieces of Tigers' nostalgia from the main façade, where large banners containing artistic renditions of Tiger greats Norm Cash, Al Kaline, Alan Trammell and Lou Whitaker had been hung.

Behind the new face of the stadium, just about everything inside was touched up or improved upon, with fans, players and press all benefiting.

For those who pay to watch the game, enough new seating and standing room areas were added that Joker Marchant Stadium crowds can now swell to five figures, a milestone that was reached for the first time on March 27, 2010, when 10,219 paid to watch a Yankees-Tigers game. Such a lofty attendance was made possible by the addition of a berm in left field, hundreds of new box seats behind home plate and along the first base line, and six suites. Also, all seating in the grandstand was replaced, which meant the bright orange box seats below the cross aisle were removed, as were the less appealing aluminum bleachers with blue seat backs above the interior aisle. As a result, since 2003 all of the stadium's grandstands have been filled with modern molded plastic stadium seats, each one painted dark green.

Much of the new box seating was made possible by the removal of the Tigers' bullpen from the edge

of the first base grandstand to beyond the right-center field wall, where it was added alongside the visitor's pen, which was relocated from its prior placement down the left field line. More importantly to the visiting team, their clubhouse was significantly expanded from its paltry 16" x 32" size. Meanwhile, Tigers' hitters had more opportunities to prepare for facing opposition pitching thanks to the addition of four indoor batting cages in a building beyond right field.

The first time the Tigers' faced opposition in their new stadium was on February 26, 2003, when they showed the local kids from Florida Southern College who was boss in a 19-2 Detroit win that 2,255 paid to see. Those that reported the outcome of that game did so from a new press box, and one that was air-conditioned for the first time in stadium history.

The one thing missing from Version 2.0 of Joker Marchant Stadium was a modern scoreboard, but when the basic line score model that dated to the mid-1990s was destroyed by the 100 mph winds of Hurricane Jeanne on September 26, 2004, the city decided on a \$300,000 live video capable Daktronics replacement, which they chose to place in the same right-center field spot as the previous scoreboard, which had cost \$95,000. Because it had been damaged by a natural disaster, FEMA gave Lakeland \$78,000 in financial aid to help pay for the replacement. And because that replacement wasn't scheduled to arrive from South Dakota until about 72 hours before the Tigers' first home Grapefruit League game in 2005, the city opted to place a small auxiliary scoreboard in left-center field just in case there was a delay.

Besides trashing the scoreboard, Hurricane Jeanne also caused about \$1 million in damage to Joker Marchant's roof, seats and lights, which were collectively replaced or repaired by the same Lakeland-based construction company that had overseen the \$10 million overhaul completed in 2003.

Despite the trend, the combined cost of upgrades and repairs were not offset by the sale of the stadium's naming rights. Not that the team and city didn't try, at least in a roundabout way, as in the summer of 2002 they announced that the naming rights to the playing field would be sold to the highest corporate bidder.

While the Tigers and Lakeland agreed on how the rights fee would be split -- 60% to the team and 40% to the city -- neither party was able to reach an agreement with a willing sponsor. So the completely renovated stadium has never been partly rebranded and all these years after it opened Joker Marchant Stadium is the only name by which it has ever been known, just as the Detroit Tigers are the only team to ever call the stadium its winter home.

information provided by www.baseballpilgrimages.com

written by Graham Knight

ORDINANCE NO. 2013-001

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AMENDING ORDINANCE 86-27, AS AMENDED, RELATING TO THE LOCAL OPTION TOURIST DEVELOPMENT TAX; PROVIDING FOR FINDINGS; PROVIDING FOR LEVYING, CONTINUATION, EXTENSION AND RE-IMPOSITION OF THE ADDITIONAL ONE-HALF PERCENT (1/2 %) TOURIST DEVELOPMENT TAX AUTHORIZED BY SECTION 125.0104(3)(I), FLORIDA STATUTES, AND IMPOSED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN 1993 BY ORDINANCE 93-52 IN A SUBDISTRICT OF POLK COUNTY; PROVIDING FOR AMENDMENT AND RESTATEMENT OF THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) In 1986, the Board of County Commissioners of Polk County (the "Board") enacted Ordinance 86-27 to impose the two percent tourist development tax authorized by Section 125.0104 (3)(c), Florida Statutes and said levy was subsequently approved by the voters of Polk County (hereinafter the "First Cent" and "Second Cent").

(B) In 1990, the Board, by extraordinary vote, enacted Ordinance 90-13 to impose the additional one percent tourist development tax authorized by Section 125.0104(3)(d), Florida Statutes, for a total tourist development tax of three percent (hereinafter the "Third Cent").

(C) In 1993, the Board enacted Ordinances 93-45 and 93-52 to impose the additional one percent tourist development tax authorized by Section 125.0104(3)(I), Florida Statutes by imposing one-half-cent countywide; imposing one-half-cent within a subdistrict generally including the area of Lakeland, Florida (the First Subdistrict), and one-half-cent in a Second Subdistrict made up of the rest of the area of the county not

COMMISSIONERS OF POLK COUNTY, FLORIDA, THAT:

SECTION 2. AMENDMENT TO SECTION 1 OF POLK COUNTY ORDINANCE

86-27, AS AMENDED. Section 1 of Polk County Ordinance 86-27 is hereby amended and restated in its entirety to read as follows:

Section 1. (a)(i) Pursuant to Section 125.0104(c) and Section 125.0104(d), Florida Statutes, there is hereby levied and imposed and set a tourist development tax throughout Polk County, Florida at a rate of three percent (3%) and (ii) pursuant to Section 125.0104(l), Florida Statutes, there is hereby levied and imposed and set a tourist development tax throughout Polk County, Florida, at a rate of one-half percent (0.5%), of each whole and major fraction of each dollar of the total rental charged each person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, tourist or trailer camp or condominium for a term of six (6) months or less.

(b) A subdistrict including the following described property:

**A parcel of land lying in Polk County, Florida, described as follows:
Begin at the intersection of the centerline of the
Withlacoochee river and the west boundary of Township 28,
thence Southerly along said west township line 25.4 miles,
more or less to the centerline of Shepherd Road; thence
Easterly along said centerline of the CSX Railroad; thence
Southwesterly along said Centerline of CSX Railroad 0.4
miles; thence East 6.6 miles, more or less, to the centerline
of E.F. Griffin Road; thence Northerly along said centerline
of E.F. Griffin Road 1.3 miles, more or less, to the centerline
of U.S. 98; thence Northwesterly along said centerline of
U.S. 98 0.7 miles, more or less, to the centerline of Hancock
Avenue, S.E.; thence Easterly along said centerline of
Hancock Avenue, S.E. 1.0 miles, more or less, to the west**

the total rental charged each person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, tourist or trailer camp or condominium for a term of six (6) months or less.

(d) Pursuant to Section 125.0104(n), Florida Statutes, there is hereby levied and imposed and set an additional tourist development tax throughout Polk County, Florida at a rate of one percent (1%), on each whole and major fraction of each dollar of the total rental charged each person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, tourist or trailer camp or condominium for a term of six (6) months or less.

(e) The tourist development tax imposed herein, which totals 5%, shall be in addition to any other taxes, fees and considerations for the rental or lease.

(f) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected for the lease or rental, and it shall be collected from the lessee, tenant or customer at the time of payment of the consideration for such lease or rental.

(g) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Polk County Tax Collector at the time and in the manner provided in Section 8 contained herein. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the making of returns, the keeping of books, records and accounts and the payment of a dealer's credit in compliance with the rules of the Tax Collector in the administration of Chapter 212 shall apply to and be binding upon all

Statutes, Section 125.0104 which are consistent with the Polk County Tourist Development Plan including, but not limited to, operating, maintaining, repairing, renewing and/or replacing sports stadiums and arenas and the promotion and advertisement of tourism in the State of Florida and nationally and internationally.

(j) The additional funds raised by levying and imposing the one percent tourist development tax imposed pursuant to Section 125.0104(n), Florida Statutes and Section (d) above (the "Fifth Cent"), shall, to the extent necessary to insure the annual payment of required debt service, be used to pay the debt service on bonds issued to finance or refinance the construction, reconstruction or renovation of the Lake Myrtle Sports Complex, a venue having as one of its main purposes the attraction of tourists within Polk County, for the purpose of adding soccer fields and facilities required to accommodate the Florida Youth Soccer Association Headquarters and to provide a venue for additional competitive events. To the extent that the amounts of the Tourist Development Tax raised and levied by the imposition of the Fifth Cent of the tourist development tax imposed pursuant to Section (d) above shall exceed the required debt service payments in any fiscal year, the County may, at its option and in its sole discretion, apply such excess amounts to pay the principal or interest on such debt service or for any other use permitted by Florida law or by this Ordinance for the promotion of tourism.

SECTION 3. AMENDMENT TO SECTION 2 OF POLK COUNTY ORDINANCE 86-27, AS AMENDED. Section 2 of Polk County Ordinance 86-27 is hereby amended and restated in its entirety to read as follows:

Section 2:

The tax revenues received pursuant to this Ordinance shall be used to fund the

generation, growth and/or promotion of tourism, the enhancement of the tourist industry, and/or the attraction of tourists from within and without Florida to Polk County.

D. A maximum of fifteen percent (15%) per year of the expenditure of revenue from the first two cents levied pursuant to Florida Statutes, Section 125.0104(3)(c), as set out in Section 1 above, shall be allocated to cultural and arts activities, services, venues or events which have, as one of their main purposes, the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists. The following provisions apply to the allocation of Tourist Development Tax revenues to cultural and arts activities, services venues or events:

1. The Board may, in its sole discretion, (a) appoint an arts board made up of qualified members of the community familiar with both the visual and performing arts, (b) identify an existing group within the community, or (c) create a standing committee within the Tourist Development Council to be responsible for recommending to the Tourist Development Council a variety of grants for cultural and arts activities, services, venues or events which have, as one of their main purposes, the attraction of tourists.

2. In the event the Board appoints an arts board or community group to recommend grants, it is understood that:

i. no revenues shall be allocated specifically for salaries related to the group selected to distribute the grant monies on behalf of the arts. However, it is recognized that the contracted services to the County by an appointed arts organization for management services can

STATE OF FLORIDA)
)
COUNTY OF POLK)

I Stacy M. Butterfield, County Clerk and Comptroller for Polk County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No.13-001 adopted by the Board on January 22, 2013.

WITNESS my hand and official seal on this 24th day of January 2013.

STACY M. BUTTERFIELD, CLERK



By: Alison Prevatt
Alison Prevatt
Deputy Clerk



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

January 31, 2013

Ms. Alison Prevatt
Deputy Clerk
Finance and Accounting
Post Office Box 988
Bartow, Florida 33831-0988

Dear Ms. Prevatt:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated January 25, 2013 and certified copies of Polk County Ordinance Nos. 2013-001 and 13-002, which were filed in this office on January 31, 2103.

Sincerely,

Liz Cloud
Program Administrator

LC/elr

RECEIVED

Alprevatt 2/12/13
Clerk Of The Board



FOR IMMEDIATE RELEASE
April 8, 2015

CONTACT: GOVERNOR'S PRESS OFFICE
(850) 717-9282
media@eog.myflorida.com

Gov. Scott: Florida Spring Training Attendance Tops 1.5 Million *~Total attendance up 8.1 percent over last year~*

TALLAHASSEE, Fla. – Today Governor Rick Scott announced that the 33-day Florida Spring Training season had an 8.1 percent increase in total attendance in 2015 where all 15 teams topped total attendance figures from the 2014 season. Total attendance for the 2015 season was 1,587,463.

Governor Rick Scott said, "Florida's tourism industry creates jobs and opportunities for millions of Florida families, which is why we worked with the Legislature in 2013 to create a program that provides more than \$3 million annually to be used only for Spring Training facilities. It's great news that attendance at Spring Training games is on the rise in Florida and we will continue to work to make our state number one for jobs and opportunity."

Since 2000, total attendance has surpassed 1.5 million in 13 of the last 16 years. Over 25 million fans have attended Florida Spring Training games since 2000.

"We are proud of the marketing and promotional efforts of the 15 teams in Florida, the Regional Sports Commissions, the Convention and Visitor's Bureaus and the Florida Sports Foundation Staff who spread the word of the Florida Grapefruit League," said Florida Sports Foundation President John Webb. "These entities spend months promoting the team schedules, the ballparks and their amenities and the family-friendly opportunities the Florida Spring Training experience has to offer. "

The New York Yankees (Tampa) led the Florida Grapefruit League with a total attendance of 171,915 for a league-leading 10,113 average per game. The Yankees had the largest Florida Grapefruit League crowd of the season when 10,936 saw the Yankees and Atlanta Braves meet, on Thursday, March 12.

2015 Team-by-Team Florida Spring Training Attendance

Atlanta Braves - Disney's Wide World of Sports, Lake Buena Vista
16 Games: 127,112 total attendance; 7,945 average per game
Largest Crowd: 9,980 vs. New York Yankees, Wednesday, March 18

Baltimore Orioles - Ed Smith Stadium, Sarasota

15 Games (1 rain out): 112,238 total attendance; 7,483 average per game
Largest Crowd: 8,535 vs. St. Louis Cardinals, Sunday, March 22

Boston Red Sox - JetBlue Park, Fort Myers

16 Games (1 rain out): 148,862 total attendance; 9,924 average per game
Largest Crowd: 10,156, vs. Tampa Bay Rays, Tuesday, March 10

Detroit Tigers - Joker Marchant Stadium, Lakeland

17 Games: 134,377 total attendance; 7,905 average per game
Largest Crowd: 9,817 vs. New York Yankees, Friday, March 20

Houston Astros - Osceola County Stadium, Kissimmee

13 Games (1 Rainout): 47,781 total attendance; 3,675 average per game
Largest Crowd: 5,097, vs. New York Yankees, Sunday, March 28

Miami Marlins - Roger Dean Stadium, Jupiter

14 Games: 70,982 total attendance; 5,070 average per game
Largest Crowd: 6,860 vs. St. Louis Cardinals, Tuesday, March 17

Minnesota Twins - Hammond Stadium, Fort Myers

16 Games: 118,579 total attendance; 7,411 average per game
Largest Crowd: 8,951 vs. St. Louis Cardinals, Sunday, March 15

New York Mets – Tradition Field, Port St. Lucie

15 Games: 91,329 total attendance; 6,089 average per game
Largest Crowd: 8,205 vs. New York Yankees, Sunday, March 22

New York Yankees - Steinbrenner Field, Tampa

17 Games: 171,915 total attendance; 10,113 average per game
Largest Crowd: 10,936, vs. Atlanta Braves, Thursday, March 12

Philadelphia Phillies - Bright House Field, Clearwater

16 Games: 127,479 total attendance; 7,967 average per game
Largest Crowd: 9,815, vs. Boston Red Sox, Sunday, March 15

Pittsburgh Pirates - McKechnie Field, Bradenton

15 Games: 106,038 total attendance; 7,069 average per game
Largest Crowd: 9,018, vs. Detroit Tigers, Wednesday, March 18

St. Louis Cardinals - Roger Dean Stadium, Jupiter

15 Games; 98,623 total attendance; 6,575 average per game
Largest Crowd: 7,662, vs. Boston Red Sox, Monday, March 9

Tampa Bay Rays - Charlotte Sports Park, Port Charlotte

14 Games: 80,406 total attendance; 5,360 average per game
Largest Crowd: 8,934 vs. Detroit Tigers, Saturday, April 4 (at Tropicana Field)

Toronto Blue Jays – Florida Auto Exchange Stadium, Dunedin

14 Games: 69,101 total attendance; 4,936 average per game
Largest Crowd: 5,550, vs. Tampa Bay Rays, Thursday, March 18

Washington Nationals - Space Coast Stadium, Viera

14 Games: 82,641 total attendance; 5,903 per game average

Largest Crowd: 7,413 vs. Miami Marlins, Sunday, March 29

Florida Spring Training Total Attendance

230 Games: 1,587,463 total attendance; 6,902 per game

The 2015 Florida Spring Training attendance is compiled by the Florida Sports Foundation from daily box scores of games played in the state of Florida between Major League teams and confirmed by each of the 15 teams. For more information about the Florida Grapefruit League, visit www.floridagrapefruitleague.com, follow on Twitter @flspringtrain or download the Mobile Phone App.

###

**City of Sarasota
(Baltimore Orioles)**

Exhibit 1

Sarasota County Board of County Commissioners
 Capital Project Report
 Spring Training Facilities - 93055
 Project to Date Through June 2015**

Fund Org Code	Total Project Budget	Current Year Budget	Commitments	Year to Date Expenditures	Project to Date Expenditures	Available Balance
390 93055300 Ed Smith Spring Training Fac	15,262,513.00	-	-	-	15,262,513.00	-
323 93055301 Ed Smith Spring Training Fac	3,140,378.00	-	12,223.12	-	3,121,342.83	6,812.05
399 93055302 Ed Smith Spring Training Fac	-	-	-	-	-	-
390 93055303 Twin Lakes Spring Training Fac	2,250,801.00	-	-	-	2,250,801.00	-
323 93055304 Twin Lakes Spring Training Fac	4,441.00	-	-	-	1,107.25	3,333.75
390 93055305 Ed Smith Orioles Contribution	2,666,000.00	-	-	-	2,666,000.00	-
399 93055306 Spring Training Twin Lakes	525,408.00	-	-	-	525,407.37	0.63
390 93055307 Ed Smith City of SRQ Contribu*	1,396,087.00	-	-	-	1,396,087.00	-
366 93055308 STF Environmental Remediation	-	-	-	-	-	-
366 93055309 Ed Smith Clubhouse*	5,634,165.00	-	4,135.00	-	5,618,232.89	11,797.11
306 93055310 Ed Smith Spring Training Facil	1,797,854.00	-	-	-	1,797,854.00	-
390 93055311 Ed Smith Clubhouse SRQ Contrib*	272,238.00	-	-	-	272,175.00	63.00
366 93055312 Ed Smith Stadium-City SRQ OTTED*	1,664,604.00	-	-	-	1,664,603.90	0.10
399 93055313 Ed Smith Clubhouse	45,861.00	-	-	-	44,651.14	1,209.86
306 93055314 Ed Smith Clubhouse	43,356.00	-	-	-	42,895.00	461.00
390 93055315 Ed Smith Clubhouse Orioles	1,080,792.00	-	-	-	1,080,792.00	-
Project Total	35,784,498.00	-	16,358.12	-	35,744,462.38	23,677.50

* Represents the OTTED Funding (includes \$272,294.00 in Interest Earnings)

** This report contains the County Contribution, City Contribution, Orioles Contribution, and Interest Earnings.

Sarasota County Board of County Commissioners
 Capital Project Report
 Ed Smith Environmental Remedia - 93056
 Project to Date Through June 2015

Fund Org Code	Total Project Budget	Current Year Budget	Commitments	Year to Date Expenditures	Project to Date Expenditures	Available Balance
366 93056300 Ed Smith Environmental Remedia*	1,000,000.00	-	-	13,793.40	758,799.31	241,200.69
Project Total	1,000,000.00	-	-	13,793.40	758,799.31	241,200.69

* Represents the OTTED Funding
 County Expenditures

Total project costs are \$35,744,462.38 plus \$758,799.31 for a total of \$36,503,261.69. The City provided the County with \$9,753,524.00 that was used by the County for the renovation of the Stadium and is included in the total of \$36,503,261.69. The \$9,753,524.00 came from the OTTED grant funds on hand through 8/15/2011 and the proceeds of bonds issued by the City. Funding of the bond principal and interest payments is covered by the OTTED funds received since 8/15/2011. Since the bond principal and interest is being paid with the OTTED funds, the OTTED funds on hand as of 8/15/2011 and the bond proceeds are State funds, and the difference is local funds. Therefore, of the \$36,503,261.69 in total project costs, \$26,749,737.69 is local funds and \$9,753,524.00 is State funds.

BOARD RECORDS
FILED FOR RECORD

CONTRACT NO. 2009-398
BCC APPROVED 7/22/2009

Exhibit 2

2009 JUL 24 PM 3:36

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF SARASOTA
AND
SARASOTA COUNTY
FOR
MAJOR LEAGUE BASEBALL SPRING TRAINING USE
BY THE
BALTIMORE ORIOLES

This Interlocal Agreement is entered into this 24th day of July, 2009 by and between the City of Sarasota, Florida and Sarasota County, Florida.

Section 1. Recitals.

- 1.1 The City owns a Major League Baseball Spring Training Complex which is referred to as the City of Sarasota Sports Complex.
- 1.2 The Sports Complex has been used for Major League Baseball Spring Training Activities since 1989. The Sports Complex is presently leased to the Cincinnati Reds Major League Baseball club under a lease that will expire on October 31, 2009
- 1.3 The City and the County each desire that the Sports Complex continue to be used for Major League Baseball Spring Training Activities.
- 1.4 The Sports Complex requires substantial renovation in order to attract a Major League Baseball team to conduct its Spring Training Activities at the Sports Complex.
- 1.5 The City has expressed its desire to transfer ownership of the Sports Complex to the County for use as a substantially renovated Major League Baseball Spring Training facility.
- 1.6 The County is interested in acquiring ownership of the Sports Complex for such use.

Section 2. Legal Authority.

2. This Agreement is entered into under the authority of Chapters 125 and 166, Florida Statutes and Section 163.01, Florida Statutes.

Section 3. Definitions.

“City” means the City of Sarasota, Florida a municipal corporation.

“County” means Sarasota County, Florida a political subdivision of the State of Florida.

“Environmental Monitoring and Reporting Requirements” means obligations of the City under applicable environmental laws and as set forth in a consent order entered into between the City and the Florida Department of Environmental Protection with respect to the Sports Complex.

“Furniture, Fixtures and Equipment” means all of the furniture, fixtures and equipment used and useful in connection with the operation, maintenance and use of the Sports Complex as more fully described on the attached Exhibit “A”.

“OTTED” means the Florida Office of Tourism, Trade, and Economic Development.

“OTTED Funds” means grant funds provide by the State of Florida to the City through OTTED for the purpose of constructing new or substantially renovated Major League Baseball Spring Training facilities in order to attract or retain a Major League Baseball club to conduct its Spring Training Activities within the State of Florida.

“Spring Training Activities” means Major and Minor League player preseason training, Major and Minor League games, player rehabilitation, extended spring training operations and other year-round baseball related activities.

“Sports Complex” means the City of Sarasota Sports Complex consisting of approximately 37 acres of land and improvements located at the intersection of 12th Street and Tuttle Avenue, together with approximately 15 acres of additional lands located North of 12th Street and South of 17th Street more particularly described on the attached Exhibit “B”.

“TDT Revenues” means Tourist Development Tax Revenues collected by the County as authorized by Section 114-64 of the Sarasota County Code, to be used to fund the costs to construct and maintain Major League Baseball Spring Training facility.

Section 4. City Obligations.

- 4. Subject to the Conditions Precedent set forth in Section 6 hereof, the City agrees as follows:**
- 4.1 The City agrees to transfer ownership of the Sports Complex to the County by fee simple deed at such time as the County shall reasonably request after the lease of the Sports Complex to the Cincinnati Reds has expired.**
- 4.2 The City agrees to continue to perform its Environmental Monitoring and Reporting Requirements after the effective date of this Interlocal Agreement and following transfer of title to the Sports Complex to the County.**
- 4.3 The City agrees to transfer the Furniture, Fixture and Equipment to the County by Bill of Sale to be delivered to the County simultaneously with the delivery of the deed to the Sports Complex.**
- 4.4 The City agrees to provide the County with copies of all documents, surveys and reports pertaining to the condition of and use of the Sports Complex as requested by the County.**
- 4.5 The City agrees to take such action as may reasonably be necessary, including the filing of an amendment to its OTTED grant funding application, to satisfy OTTED that the grant funding will be made available and can be used to fund the substantial renovation of the Sports Complex to be leased to the Baltimore Orioles Major League Baseball club.**
- 4.6 The City agrees to use its best efforts to issue its bonds to be repaid by the OTTED funds no later than thirty (30) days following receipt of notice from the County that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.**
- 4.7 The City agrees to transfer the accumulated OTTED funds and actual OTTED bond proceeds, less reasonable costs of issuance, to the County in an amount estimated to be not less than \$7.5 million within three (3) days after the bond closing.**
- 4.8 The City agrees to provide expedited review and priority scheduling for any permit or development approval submitted to the City by the County, or its designee, in connection with the renovation, expansion or use of the Sports Complex.**
- 4.9 The City agrees to be bound by the terms of the Environmental Indemnification in favor of the Baltimore Orioles and the County as set forth in the attached Exhibit "C." Upon adoption of this Interlocal Agreement, the City and County shall promptly present to the Orioles for acceptance the terms and conditions of Exhibit "C." Upon written acceptance by the Baltimore Orioles, the Environmental Indemnification and the rights and obligations of the City, the County and the Orioles set forth in Exhibit "C" shall be fully enforceable with all remedies at law and in equity available to the City, County and the Orioles.**

Section 5. County Obligations.

5. Subject to the Conditions Precedent set forth in section 6 hereof, the County agrees as follows:
 - 5.1 The County agrees to accept the transfer of ownership of the Sports Complex from the City for use as a Major League Spring Training and community use facility. The purchase price to be paid by the County to the City at the time of transfer shall be One dollar.
 - 5.2 The County agrees to use its best efforts to negotiate the terms of a Memorandum of Understanding with the Baltimore Orioles Major League Baseball club which would obligate the County and the Baltimore Orioles to design and complete a substantial renovation to the Sports Complex for use by the Baltimore Orioles pursuant to the terms of a thirty (30) year lease. The Memorandum of Understanding shall include provisions insuring the continued community use of the Sports Complex for not less than twenty-one (21) days per year and may include provisions granting naming rights to the Sports Complex to the Baltimore Orioles.
 - 5.3 The County agrees that it shall take all actions necessary to insure that the Baltimore Orioles continue to occupy the Sports Complex and to otherwise comply with the OTTED grant conditions during the term of the OTTED grant obligations, including the filing of a civil lawsuit seeking injunctive relief or specific performance, if necessary.
 - 5.4 The County agrees to conduct the public hearing necessary to allow it to amend its TDT plan to allow the use of up to one-half of one percent of its TDT Revenues to construct Major League Baseball Spring Training facility.
 - 5.5 The County agrees to use its best efforts to issue its bonds to be repaid from its TDT Revenues no later than thirty (30) days after it notifies the City that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
 - 5.6 The County agrees that the City shall have no financial obligation to provide funding for the substantial renovation of the Sports Complex other than the City's obligations with respect to the OTTED funds.
 - 5.7 The County agrees that the City shall have no financial obligation to provide funding for the operation and maintenance of or capital repairs and improvements to the Sports Complex during the time that the Sports Complex is in County ownership.
 - 5.8 The County agrees that the City will have no financial obligation to pay ad valorem taxes or assessments levied or imposed against the Sports Complex during the time that the Sports Complex is in County ownership.

- 5.9 The County agrees that the plaques honoring Ed Smith and Red Ermish presently at the Sports Complex will be displayed at the Sports Complex following its substantial renovation.
- 5.10 The County agrees that the City shall have the right to access tickets provided to the County for economic development purposes for Major League Spring Training games through a process to be established by the County provided that such use shall be for economic development purposes.
- 5.11 The County agrees to notify the City at such time as any bonds, including refunding bonds, issued to fund capital improvements to the Sports Complex are repaid in full.

Section 6. Conditions Precedent.

6. The obligations of the City and County are conditioned upon the satisfaction of the following conditions precedent:
 - 6.1 Receipt of concurrence from OTTED, or other State office or official having the requisite authority, indicating that the OTTED Funds may be transferred by the City to the County for use in connection with a substantial renovation of the Sports Complex and long term lease of the Sports Complex to the Baltimore Orioles.
 - 6.2 Execution of a Memorandum of Understanding between the County and the Baltimore Orioles pursuant to which the County and the Baltimore Orioles agree to cause the substantial renovation of the Sports Complex using OTTED bond proceeds, and accumulated OTTED funds, TDT bond proceeds, and legally available accumulated TDT funds, and funds contributed to the project by the Baltimore Orioles, if required, as well as agreement on the terms of a lease of not less than thirty (30) years pursuant to which the Baltimore Orioles will be obligated to hold Spring Training Activities at the Sports Complex.

In the event that one or both of the above-described conditions precedent are not satisfied prior to September 30, 2009 then either the City or the County may elect to terminate this Interlocal Agreement by providing written notice of termination to the other party.

Section 7. Future Use and Ownership of the Sports Complex.

- 7.1 The County shall have the obligation to transfer ownership of the Sports Complex back to the City in the event that: (1) Major League Spring Training Activities at the Sports Complex are discontinued by the Baltimore Orioles for a period of two (2) years and no other Major League Baseball club agrees to use the Sports Complex for Spring Training Activities, and (2) the County has repaid any and all debt issued in connection with the substantial

renovation of the Sports Complex or any future capital repair or improvement; provided, however, that the County shall not issue debt having payment obligations that extend beyond the term of the lease, or any lease extension, between the County and the Baltimore Orioles. In order to effectuate this obligation the City must first notify the County in writing that it is of the opinion that the two above-described events have occurred including a demand that ownership of the Sports Complex be transferred back to the City. The purchase price to be paid by the City to the County at the time of transfer shall be One dollar.

- 7.2 Upon transfer of the Sports Complex back to the City the Sports Complex shall be used for public recreational or other public use. In the event that the City desires to make the Sports Complex available for non-public uses the County shall have the option to purchase or lease the Sports Complex from the City. If the Sports Complex is purchased, the purchase price to be paid by the County to the City at the time of transfer shall be the appraised value of the Sports Complex land exclusive of the value of the improvements assuming its use as a publicly owned Sports Complex. If the Sports Complex is leased, the rent to be paid by the County to the City shall be established on the basis that it is a land lease only and shall exclude the value of the improvements.

Section 8. Assignment.

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by City and County.

Section 9. Notices.

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement shall be delivered in writing by hand or United States Postal Service, certified mail, return receipt requested to the following address:

Notices to City shall be sent to:
City of Sarasota, Florida
1565 First Street
Sarasota, Florida 34236
Attn: City Manager

Notices to County shall be sent to:
Sarasota County
1660 Ringling Boulevard

Sarasota, Florida 34236
Attn: County Administrator

Section 10. Effective Date.

This Interlocal shall become effective upon recording of a certified copy in the Official Records of Sarasota County pursuant to Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, this Interlocal Agreement was signed and sealed in duplicate by the respective parties hereto.

CITY OF SARASOTA, FLORIDA

By: Richard Clapp
Richard Clapp, Mayor

Dated: 7-23-09

ATTEST:

Billy O. Robinson
City Auditor & Clerk

COUNTY OF SARASOTA
By its Board of County Commissioners

By: Jori Thaxton
Jori Thaxton, Chair

Dated: 7/24/2009

ATTEST:

Karen E. Rushing, Clerk of Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Paula J. Clinton
Deputy Clerk

Approved as to form and correctness:
Robert M. Fournier
City Attorney

Approved as to form and correctness:
Steph G. DeWitt
County Attorney

**EXHIBIT "A"
EXISTING EQUIPMENT AND IMPROVEMENTS**

CONCESSION - FIRST BASE

4 SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1 SERVING COUNTER	1 Serving Counter
1 BEER SYSTEM (4 TOWER)	1 Beer System (5 tower) (New in 2001)
6 CASH DRAWERS	6 registers with cash drawers (non working?)
4 ROLL WARMERS	6 2drawer Toastmaster - All working
2 PRETZEL DISPLAYS	5 pretzel displays (Owned by J&J Snack Foods)
2 MENU BOARDS	3 menu boards (replaced in 2006 or 2007)
1 BACK BAR	1 back counter
2 POPCORN WARMERS	4 popcorn warmers, 3 working, 1 not working
1 HOT WATER HEATER	1 hot water heater
2 HAND LAV	2 hand sinks
1 SINK UNIT	1 sink unit
1 WALK-IN BEER BOX	1 Walk-in Cooler
1 PRETZEL BAKER	1 pretzel machine (Owned by J&J Snack Foods)
3 PREP. TABLES	4 Stainless Steel prep tables
1 HOTDOG COOKER	1 Hot dog cooker replaced in 2001
1 ICE MACHINE AND BIN	1 Ice machine & bin (replaced in 2001)
1 CONDIMENT STAND	Scrap
2 CONDIMENT SERVERS	Scrap
5 SHELVES UNITS	13 shelves units plus 1 plastic 5 tier unit
3 Coffee Maker	3 Newco 2-warmer coffee maker, 1 works-2 don't
2 Nacho Cheese Dispensers	2 Galia Nacho Cheese Dispensers
1 Freezer Box	1 OmniCube Freezer Box (doesn't work)
2 Freezer Units	2 Tabletop Ice Cream Freezers (small)
1 Convection Oven	1 Garland Convection Oven
1 Coffee Cambro	1 Rubbermaid Coffee Cambro
6 Pot Warmers	6 Electric Pot Warmers
1 Water filtration system	1-2filter water filtration system on ice maker
4 SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1 SERVING COUNTER	1 Serving Counter
1 BEER SYSTEM (4 TOWER)	1 beer system-doesn't work; new one purchased in 2007 (4-tower)
6 CASH DRAWERS	5-6 Cash drawers; 4-5 Cash boxes
5 ROLL WARMERS	5 2-drawer Warmers; 4 are Toastmaster, 1 is unk brand
3 PRETZEL DISPLAYS	4 pretzel displays (Owned by J&J Snack Foods)
2 MENU BOARDS	2 Menu boards (were replaced in 2006 or 2007)
1 BACK BAR	1 back counter

Additions

CONCESSION - THIRD BASE

Exhibit 2

2	POPCORN WARMERS	2 popcorn warmers
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 walk-in cooler
1	PRETZEL BAKER	1 Impinger Pretzel maker (purchased in 2001)
3	PREP. TABLE	5 Stainless steel prep tables; 1 with a utility drawer
1	HOT DOG COOKER	1 hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1 ice machine purchased in 2001
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
5	SHELVE UNITS	8 shelve units
1	Coffee Maker	1 Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2 Gehle Nacho Cheese Dispensers
1	Convection Oven	1 Budgett Convection Oven
3	Coffee Cambro	3 Rubbermaid Coffee Cambro
1	Water filtration system	1-2filter water filtration system on ice maker
2	SODA UNITS	4 soda units (Owned by Pepsi)
1	SERVING COUNTER	1 serving counter
1	BEER SYSTEM (4 TOWER)	1 non-working system; 1 new system in 2006 (6 tower)
6	CASH DRAWERS	1 register, 2 cash boxes, 2 cash drawers
5	ROLL WARMERS	6 roll warmers, 5 Alto Sham; 1 Toastmaster
3	PRETZEL DISPLAYS	2 pretzel displays 850B & 850 (Owned by J&J Snack Foods)
4	MENU BOARDS	4 menu boards (replaced in 2006)?
1	BACK BAR	1 back counter
2	POPCORN WARMERS	2 popcorn warmers
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 walk-in cooler
1	PRETZEL BAKER	1 Impinger pretzel maker (purchased 2001)
4	PREP TABLE	4 standard Stainless Steel; 1-4' Stainless Steel
1	HOTDOG COOKER	1 hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1 ice machine purchased in 2001
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
6	SHELF UNITS	6 shelf units
1	GRILL	1 grill
1	FRYER BATTERY	2 - 2 basket fryers
1	UP-DRAFT EXHAUST UNIT	1 exhaust unit

Additions

CONCESSION - HOME PLATE

1	FIRE PROTECTION SYSTEM	1 fire protection system
2	HOT FOOD HOLDING UNITS	2 hot food holding units
1	DUMP STATION	
1	Coffee Maker	1 Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers
2	Freezer Units	2 Ice Cream Freezers (Good Humor)
2	Freezer Units	2 Tabletop Ice Cream Freezers (small)
1	Convection Oven	1 Garland Convection Oven
1	Ice Cream Machine	1 Taylor IC Machine 2 compartment but only 1 compartment works
1	Pot Warmers	1 Electric Pot Warmers
1	Water filtration system	1-2filter water filtration system on ice maker
1	WALK-IN REFRIGERATOR/FREEZER	1 walk-in cooler; 1 walk-in freezer
1	HOTDOG COOKER	1 hot dog cooker purchased in 2001
1	ICE MACHINE	1 ice machine (purchased in 2001)
1	HAND LAV	1 hand sink
1	SINK UNIT	1 sink unit
1	FAST FILL UNIT	Scrap
1	STADIUM POPPER	1 stadium popper (doesn't work); 1 popper purchased in 2003
15	SHELF UNITS	15 shelf units
2	PREP. TABLES	
3	PICKUP TABLES	
3	CASH DRAWERS	
1	Shelves	1 4-tier plastic shelf
1	Washer	1 Kenmore Heavy Duty Washer
1	Dryer	1 GE Select Dryer
3	Uniform Racks	3 uniform racks
1	Uniform Cabinet	1 Uniform Cabinet
2-4	PORTABLE NOVELTY STANDS	
5	PORTABLE BEER UNITS	3 Sold in 2008, 1 3-keg unit @ Spec Beer, 1 2-keg unit @ 1st Base
2	FILE CABINETS	7 file cabinets; 3 in office, 3 in 3rd Base, 1 in Commissary
2	DESKS AND CHAIRS	2 desks in office; 1 desk in HP; chairs for all desks
2	CALCULATORS	2 calculators in office
1	COPY MACHINE	1 copy machine outside office (does not work-can't get parts anymore)
2	SAFES	1 in HP (unk combo); 1 in Office
2	ALARM SECURITY SYSTEMS (HP & 3RD BASE)	Keypads installed but only Office is hooked up

Additions

COMMISSARY

Additions

MISCELLANEOUS

Exhibit 2

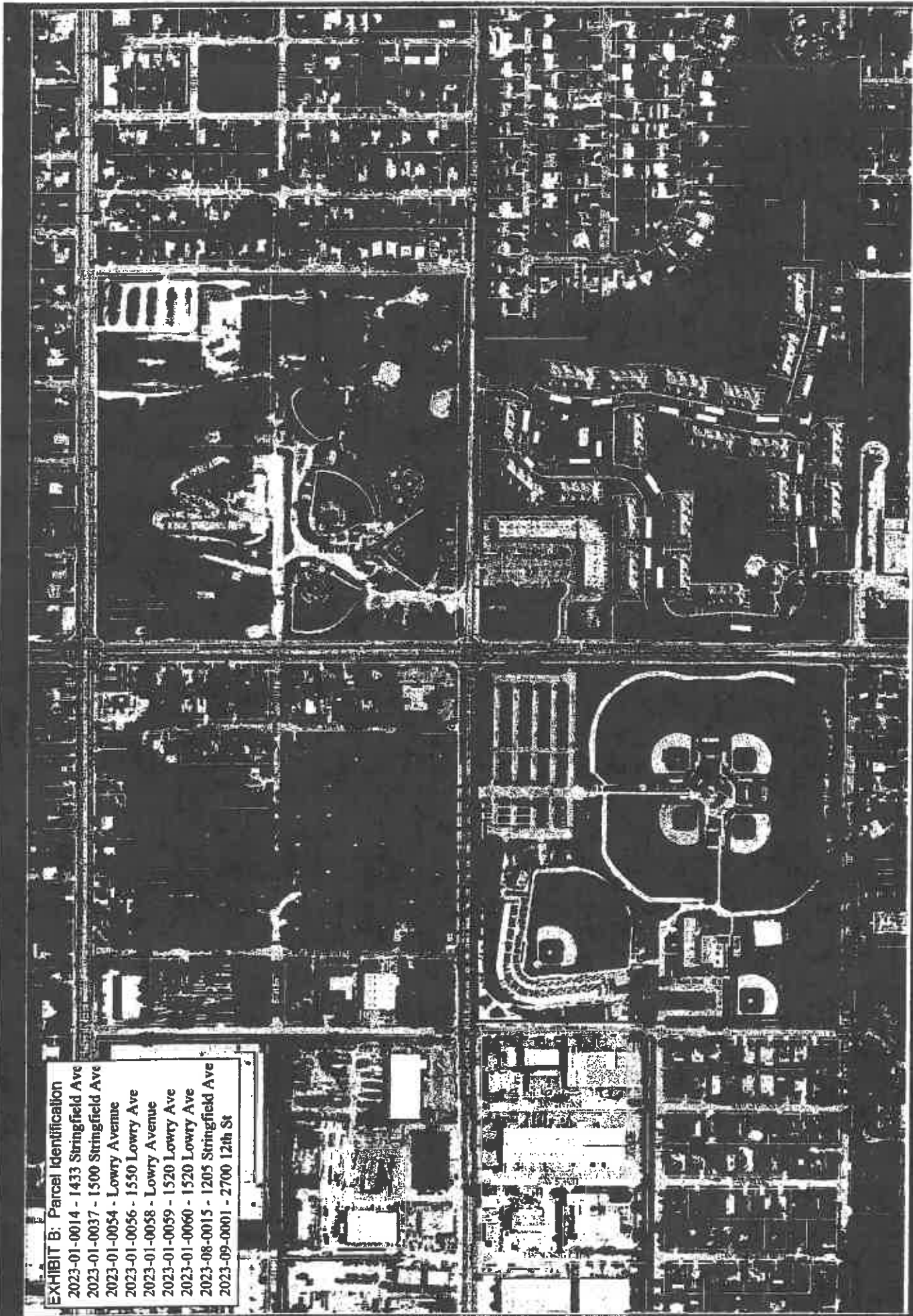
		4 electrical outlets with 3 8-breaker boxes (fence); 2 elec outlets on front of 1st Base Concessions; 2 elec boxes in fenced area
3	ELECTRICAL OUTLETS (FENCE)	
4	EXHAUST FANS IN ALL FOUR STANDS	4 exhaust fans in all stands and commissary
1	OFFICE WITH AIR CONDITIONING	1 office with air conditioning
	Misc. Smallwares	Many misc pots, pans, etc.
	Misc. Beer Tubs	Misc Beer and Bus Tubs
	Misc. Chip Racks	Misc. chip racks in all stands and Commissary
	First Aid Kits	First Aid Kits in all stands & commissary
1	Time Clock	Time Clock in HP
1	Sandwich Prep Table	1 Electric Sandwich Prep Table (compressor out) in picnic area
	Misc.	Extension cords, tables
1	Radio and Charger	Motorola Radius GP300 Radio and Charger
4-5	HOTDOG CARTS	2 HD Carts in 1st Base, all others scrapped
10-15	STANDING WARMER CABINETS	8 in 1st Base; 1 in 3rd Base, 1 in HP, all others scrapped

Additions

NEW IMPROVEMENTS

ASSET #	Purchase Price	Item	Serial #	Org. Pur. Date	Date Acq.	Value
A014796	17,606.00	STADIUM SOUND SYSTEM		03/30/1989	03/30/1989	
A016086	1,400.00	CONCRETE WASTE CONTAINERS		04/03/1990	04/03/1990	
A016934	1,200.00	BLUE TOPS/CONCRETE WASTE CONTA		01/29/1991	01/29/1991	
A017598	1,723.00	PORTABLE TURNSTILE		12/12/1991	12/12/1991	
A018250	30,005.00	WARRENS TERRA COVER		12/03/1991	12/03/1991	
A020844	850.00	71" DESK		10/03/1996	10/03/1996	
A020845	2,100.00	CREDENZA		10/03/1996	10/03/1996	
A020996	1,822.00	BATTING TUNNEL NET		02/17/1997	02/17/1997	
A021814	2,785.16	LOADER	W00440X016	02/26/1998	02/26/1998	\$350
A021815	1,832.04	TILLER	W00550X160	02/26/1998	02/26/1998	\$200
A021816	15,160.29	TRACTOR	M00970817C	02/26/1998	02/26/1998	\$1,000
A021817	2,778.13	MOWER W ATTACHMENT	M00297X160	02/26/1998	02/26/1998	
A021844	2,190.00	6' DESK W/BOOKCASE		03/30/1998	03/30/1998	
A023152	3,395.00	DESK (RECEPTION AREA)		09/22/1999	09/22/1999	
A023248	2,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023249	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023250	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023251	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023252	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023253	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023254	1,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023255	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023256	750.00	BACK BAR		01/15/2000	01/15/2000	
A023257	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023258	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023259	1,500.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023260	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023261	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023262	2,500.00	WALK-IN BEER BOX		01/15/2000	01/15/2000	
A023263	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023264	500.00	FRYER BATTERY		01/15/2000	01/15/2000	
A023265	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023266	750.00	UP-DRAFT EXHAUST UNIT		01/15/2000	01/15/2000	
A023267	500.00	FIRE PROTECTION SYSTEM		01/15/2000	01/15/2000	
A023268	3,000.00	WALK-IN REFRIG/FREEZER		01/15/2000	01/15/2000	
A023269	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	

EXHIBIT B: Parcel Identification
2023-01-0014 - 1433 Stringfield Ave
2023-01-0037 - 1500 Stringfield Ave
2023-01-0054 - Lowry Avenue
2023-01-0056 - 1550 Lowry Ave
2023-01-0058 - Lowry Avenue
2023-01-0059 - 1520 Lowry Ave
2023-01-0060 - 1520 Lowry Ave
2023-08-0015 - 1205 Stringfield Ave
2023-09-0001 - 2700 12th St



Ed Smith Stadium

Aerial

EXHIBIT "C"

Environmental Indemnification

The City covenants and agrees, at its sole cost and expense, to defend, hold harmless, indemnify, protect and save: (i) the Orioles, including its directors, officers, partners, employees, consultants, vendors, contractors or agents; (ii) any persons or entities owned or controlled by, under common control or affiliated with the Orioles; (iii) the heirs, personal representatives, successors and assigns of each of the aforementioned persons or entities; and (iv) the County, including its commissioners, officers, employees, consultants, vendors, contractors or agents; (individually and collectively, "Indemnified Parties"), now and forever, against and from any demand, claim, assessment, costs, disbursements, expenses, penalty, liability, judgment, verdict, obligation, attorneys fees, suits or proceedings, of any kind and any nature, including personal injury, property damage, death, disability, or other damage of or to any person or property, which may at any time be required, imposed, incurred, asserted or awarded against an Indemnified Party, whether arising directly or indirectly from, or in any way related to:

- a. The existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street (collectively, the "Major League Site");
- b. Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any hazardous material existing on, in, under, affecting or emanating from all or any portion of the Major League Site, including any development of the Major League Site;
- c. Any violation of any State of Florida or Federal environmental laws, rules, guidelines, regulations or ordinances regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a

violation at the time of the occurrence or inception of such act, omission, event or circumstance; and/or

- d. Any environmental claim or the filing or imposition of any environmental lien against the Major League Site, because of, resulting from, in connection with, or arising out of any of the matters referred to in (a) through (c) above.

In addition, the City shall indemnify the Indemnified Parties for, without limitation, all of the following: (i) the costs of remediation, removal or abatement of hazardous materials from the Major League Site or, when applicable, the surrounding areas; (ii) additional costs required to take necessary precautions to protect against, or to mitigate the effects of, the release of hazardous materials on, in, under, affecting or emanating from the Major League Site or into the air, any body of water, any other public domain or any surrounding areas, including any professional consultative fees and costs related thereto; and (iii) costs incurred to comply, in connection with all or any portion of the Major League Site or, when applicable, any surrounding areas, with all applicable Laws with respect to hazardous materials. Notwithstanding the above, the foregoing indemnity shall not apply to the extent any of the foregoing relates to hazardous materials transported onto the Major League Site by the Indemnified Parties subsequent to execution of this Indemnity.

The City shall provide, in a timely manner and in the manner required by the County's and the Orioles' Project Representatives, Project architects and General Contractor, such environmental information as may be necessary or beneficial to the Project and its timely completion within the established budget, including any consultative reports or other material information regarding the environmental conditions of the Major League Site and or any updates regarding the negotiations with State or Federal environmental agencies to achieve No Further Action (NFA) status for the Major League Site.

The City shall have the right to participate and provide input in any scheduled project development meeting(s) scheduled and attended by the County's and Orioles' Project Representatives, the Project architects and General Contractor wherein decisions as to the Project are made which may materially affect the City's environmental monitoring, remediation, removal, abatement cleanup or indemnification obligations.

The County's and Orioles' Project Representatives, Project architects and General Contractor shall give due and reasonable consideration to the environmental information provided by the City and/or its environmental consultants and will endeavor to accommodate the reasonable requests of the City and its environmental consultants if practicable within the scope and design of the Project and provided that such requests do not cause any unreasonable modification or diminution of the Project or its design and provided that such requests do not cause any unreasonable additional expense or unreasonable delay in the timely completion of the Project.

To the extent that remediation, removal or abatement of hazardous materials on, in, under, affecting or emanating from the Major League Site is necessary, the City, the County and the Orioles shall meet and confer to discuss the various options available for such remediation. Time being of the essence, upon identification of the remediation option(s), subject to permitting and regulating agency approval, the City shall expeditiously retain qualified vendor(s), unless the City, the Orioles and the County agree to otherwise retain qualified vendor(s), to perform the remediation, removal or abatement who shall, upon retention, coordinate with the Orioles' and County's Project representatives, Project architects and General Contractor as to all such remediation, removal or abatement, including as to the dates, times, conditions and manner for the performance of the remediation, removal or abatement.

Without limiting any other obligation of the City herein, any cost or expenses caused by the accommodation or implementation of the City's and/or its environmental consultants' request(s) and remediation, removal or abatement shall be the sole responsibility of the City.

STATE OF FLORIDA
COUNTY OF SARASOTA
I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL FILED
IN THIS OFFICE WITNESS MY HAND AND OFFICIAL
SEAL THIS DATE 7/24/2009
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT,
EX-OFFICIO CLERK TO THE BOARD OF COUNTY
COMMISSIONERS, SARASOTA COUNTY, FLORIDA
BY Paula J. [Signature]
CITY CLERK

CONTRACT NO. 2009-399

BCC APPROVED 7/22/09

SPRING TRAINING FACILITY
MEMORANDUM OF UNDERSTANDING

THIS SPRING TRAINING FACILITY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into effective as of the 22nd day of July, 2009 (the "Effective Date"), by and between SARASOTA COUNTY, a political subdivision of the State of Florida ("County") and the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles"). The County and the Orioles each may be referred to herein as a "Party" and collectively as the "Parties."

BOARD RECORDS
FILED FOR RECORD

JUL 22 PM 2:02
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

RECITALS

WHEREAS the City of Sarasota (the "City") is the owner of: (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street, which are both utilized for parking for the Major League Spring Training facility and as are more particularly set forth in Exhibit 1 attached hereto (collectively, the "City Land");

WHEREAS, the City adopted its Resolution No. 09R-2094 on May 4, 2009 indicating its willingness to make its Ed Smith Stadium complex available to the Baltimore Orioles for Spring Training and other Major League Baseball purposes and to transfer to the County the aforementioned City Land, along with ancillary parcels of real property (and improvements) in connection therewith for the full beneficial use by the Orioles, which parcels together consist of +/-53 acres of real property more particularly described on Exhibit 1 attached hereto (collectively, with all furniture, fixtures, equipment and improvements, the "Major League Site"), and the City and the County have entered into an interlocal agreement (the "Interlocal Agreement") which includes the foregoing and the purchase of the City Land, including the Major League Site, and other terms and conditions;

WHEREAS, the Orioles own and operate the Major League Baseball Team known as the Baltimore Orioles and currently conduct their Minor League spring training operations in the County at the County-owned Twin Lakes Park containing the Buck O'Neil Baseball Complex described on Exhibit 2, attached hereto, consisting of +/- 36 acres of real property which contains improvements and fixtures located thereon, including but not limited to fields, a clubhouse and other furniture, fixtures, equipment and improvements (collectively, the "Minor League Site");

WHEREAS, the Orioles desire to consolidate its Major League and Minor League spring training operations in the County, including Major League player preseason training, player rehabilitation, extended spring training operations and other year-round baseball-related activities (collectively, "Spring Training Operations") at the Major League Site and the Minor League Site (individually, a "Site" and collectively, the "Sites");

WHEREAS, the County has agreed to provide for the Orioles' use and occupancy of the Sites and to provide, upon the terms and conditions expressed in this Agreement, for certain funds and funding for the renovation and improvement of the Sites, including the Ed Smith

Stadium (the "Major League Stadium"), clubhouses, administration offices, fields, parking facilities, infrastructure, utilities and other usual and customary facilities, furniture, fixtures, and equipment at the Sites and as further described in this Agreement pursuant to the Orioles' Design Plan as more particularly set forth herein (the "Project");

WHEREAS, the County shall provide \$23.7 million to the Project (the "County's Guaranteed Project Funds") from sources identified by the County;

WHEREAS, in order to provide for the County's Guaranteed Project Funds, the County shall conduct the necessary public hearing required to amend its Tourist Development Ordinance to incorporate certain of the project funding into its Tourist Development Plan, thereby permitting it to dedicate up to one-half (1/2) of one percent (1%) of its Tourism Development Tax revenues to service certain County bonds, which it shall cause to be issued in a timely manner. The par amount of the County bonds shall be the maximum amount permitted to be issued without voter referendum as allowed under Section 5.2D of the Sarasota County Charter. The amount of the bonding limitation is currently \$20.715 million. The net proceeds of the County bonds will be made available as project funds and added to such other County funds as may be required to fulfill the County's Guaranteed Project Funds obligation;

WHEREAS, as a condition of the Interlocal Agreement and this Agreement, the City shall promptly issue bonds serviced by funds from the State of Florida Office of Tourism, Trade and Development ("OTTED") and promptly contribute all bond proceeds, net only of reasonable, usual and customary costs and expenses directly associated with issuance of such bonds, to the Project, as more particular set forth herein ("OTTED Funds"). The City may elect, in its sole discretion, to provide the funds from other sources. It is estimated that the net OTTED Funds available from the City will be approximately \$7.5 million;

WHEREAS, together the County's Guaranteed Project Funds and the OTTED Funds are the "Governmental Project Funds". The Governmental Project Funds' principal contribution shall be and not exceed \$31.2 million from all governmental sources. Upon availability in accordance with the schedule contained in this Agreement, the Governmental Project Funds shall be promptly deposited in a dedicated interest-bearing Construction Fund Account and all interest accrued thereon shall inure to the benefit of the Project (the "Maximum Governmental Project Funds");

WHEREAS, the County desires to lease the Sites to the Orioles and the Orioles desire to use and occupy the Sites on a year-round basis for the Orioles' Major League and Minor League Spring Training Operations, baseball-related events and other Orioles' beneficial uses of and to the Sites as provided herein;

WHEREAS, the Board of County Commissioners finds that the Orioles are the only entity capable of using the Sites as Major League Baseball facilities and, pursuant to the authority of Section 2-362(2) of the Sarasota County Code, the County has entered into direct negotiations with the Orioles for the lease of the Sites;

WHEREAS, the Parties recognize that the development of the Project and the lease of the Sites to the Orioles shall be subject to the terms of a definitive Project Development Agreement,

Lease and other relevant documents (collectively, the "Project Documents"), which may contain additional terms and conditions consistent with this Agreement. The Parties agree that the terms set forth herein will be incorporated into the Project Documents and that this Agreement reflects the basic business deal between the Parties and is intended to be binding on the Parties and their respective successors and assigns. The Parties shall use their best efforts, in good faith, to promptly negotiate and execute the Project Documents, unless the Parties deem the provisions of this Agreement are adequate for such purpose(s);

WHEREAS, the benefits and obligations expressed in this Agreement will further improve and promote gainful employment, economic development and tourism within the State of Florida, the County and the City and enhance the economic prosperity of the State of Florida, the County and the City and their residents;

WHEREAS, the benefits and obligations expressed in this Agreement are in the public interest and, among other things, will provide additional recreational facilities, generate significant economic development, tourism and promotional benefits, as more particularly set forth herein;

WHEREAS, the Sites have been used historically by both the City and the County for local youth sports, tournaments, and other community based events, and this community use has brought value to the community in the form of tourism and other benefits and the continuation and importance of which are recognized by the Parties;

WHEREAS, the County intends to utilize the Sites in preparing for and responding to natural disasters, provided that the Orioles and the County shall mutually determine the locations at the Sites for emergency response personnel and equipment and material during the term of the Lease, as more particularly set forth herein;

WHEREAS, the Orioles are a party to a Facility Use Agreement, dated December 28, 2006 with the City of Fort Lauderdale, Florida for the construction and lease of new Major League Baseball and Minor League Baseball facilities upon certain terms, conditions, and conditions precedent set forth therein (the "Ft. Lauderdale FUA"), the Orioles represent and warrant to the County that the conditions precedent to the effectiveness of the Ft. Lauderdale FUA have not been met, and that the Orioles have the right to enter into this Agreement; and

WHEREAS, the County represents and warrants that it has the authority to enter into this Agreement as provided by Chapter 125 F.S. and other relevant provisions of Florida law and provide the Orioles with the rights contained in this Agreement and in the Project Documents.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

1. THE PROJECT.

1.1 The Parties acknowledge that certain improvements are required to be made to the

Sites in order for the Orioles to enter into a lease with the County for the full and beneficial use of the Sites and to conduct its Major League and Minor League Spring Training Operations at the Sites. The Parties agree that the design, development and construction process shall be a cooperative mutual endeavor in which the County and the Orioles will work together and participate in all phases of such process. The County and the Orioles each acknowledge and agree that the Project will be financed, designed, developed and constructed in accordance with the terms, conditions and schedules expressed in this Agreement.

1.2 The Orioles will have primary responsibility for and will take the lead in developing the design plans, specifications and elevations for the Project, subject to all applicable County and City codes and ordinances, which Project Design Plan may be amended from time to time ("Project Design Plan") (for illustrative purposes only, attached as Exhibit 3 are preliminary Site sketches). The Project Design Plan shall also include the style, design and materials for all fixtures, furnishings, appointments and equipment. The County shall have the right to participate in all phases of the design process. The Orioles shall keep the County informed on a regular basis as to the development of the Project Design Plan and any material and substantial amendments thereto. The Orioles and the County shall schedule regular briefings to discuss and preliminarily review the Project Design Plan. The Orioles shall present the Project Design Plan, including site sketches and elevations under consideration by the Orioles, to the County within one hundred fifty (150) days after the execution of this Agreement. The County shall have the right to review, comment upon and approve the Project Design Plan and all decisions and documentation with respect thereto, including without limitation, all architectural programs, schematic designs, plans and specifications, and any material amendments thereto which the Orioles deem necessary or desirable after the County's initial approval for the Project Design Plan has been granted. The Orioles shall have the right to select, in its sole discretion, the furniture, fixtures, and equipment in the Orioles' exclusive use areas, including the Orioles' offices, coaches' offices, training rooms, player locker rooms, weight rooms and other exclusive areas such furniture, fixtures, and equipment which shall be comparable to other Major League Baseball spring training facilities. In all instances, the County's review and approval under this Section shall be promptly exercised and shall not be unreasonably withheld, conditioned or delayed. When completed by the Orioles and reviewed and approved by the County, the Project Design Plan shall be attached hereto and to the Project Development Agreement and incorporated herein and therein for all intents and purposes. The Project Design Plan shall include placement of the existing (or new) plaques honoring Ed Smith and Red Ermish presently affixed at the Sports Complex.

1.3 The Project Design Plan for the Project shall include, among other things, specifications for:

1.3.1 A state-of-the-art renovation (and possible expansion) of the Major League Stadium consistent with the quality and appointments of similar substantially renovated spring training facility projects in Florida (e.g., as generally compared against the most recent renovation of comparable cost) with an approximate seating capacity of between 8,500 and 9,000, including approximately 7,500, but not less than 6,500, fixed seat positions plus berm seating, picnic areas, standing room areas, party decks, luxury/corporate suites, sun shading, radio and television booths and broadcasting and telecasting production facilities and studios, press areas, communications and data systems, television monitors and equipment (including all conduit,

wiring, fiber, cable, head-end equipment, data switches and terminals as may be required), camera stations, state-of-the-art scoreboards, sound systems and control room, concession stands/equipment, food preparation areas and kitchens, retail and novelty stores, fan service and first aid areas, locker rooms, weight rooms, and other usual and customary stadium facilities, equipment, areas and amenities.

1.3.2 On the Major League Site: the Major League Stadium plus an additional three and a half (3.5) practice fields of Major League dimensions and quality; a renovated and expanded state-of-the-art clubhouse consisting of approximately 35,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

1.3.3 On the Minor League Site: five (5) practice fields of Major League dimensions and quality, a renovated and expanded Minor League clubhouse consisting of approximately 25,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary Minor League clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated, but not exclusive, parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

2. PROJECT FINANCING.

2.1 The Governmental Project Funds shall consist of the following:

2.1.1 From the County:

2.1.1.A Net proceeds from the County's bond issue from the issuance of County's bonds in a par amount which shall not exceed the maximum amount permitted to be issued without voter referendum, expected to be approximately \$18.7 Million on or about October 1, 2009.

2.1.1.B Cash collections of one-half (1/2) of one percent (1%) of the County's Tourist Development Tax beginning as of March 1, 2008 estimated to be approximately \$2 million by the date of issuance of the County bonds.

2.1.1.C. County cash contributions from legally available non-ad valorem revenues in an amount not to exceed \$3 million.

2.1.1.D And/or such other County funds from legally available, non ad valorem revenues as may be required to fund the County's Guaranteed Project Funds obligation in the amount of \$23.7 million.

2.1.1.E Net proceeds from the City's bond issue from the City's OTTED grant funding or a cash equivalent from legally available, non-ad valorem revenues in an amount no less than \$7.5 million.

2.1.1.F Collectively, the Governmental Project Funds shall be and not exceed \$31.2 million for the Project.

2.2 All Governmental Project Funds shall be made available for the Project no later than thirty (30) days after the execution of the Project Documents (unless otherwise agreed by the Parties and as otherwise contemplated in Section 3.14) and shall immediately be placed in a construction fund account (the "Construction Fund Account") administered by the County for the sole and exclusive benefit of the Project. All interest accrued on the Governmental Project Funds (except for bond debt service reserve fund interest) shall be made available for the Project and together with the Governmental Project Funds shall constitute the Maximum Governmental Project Funds.

2.3 The Orioles shall provide the County, as part of the Project Design Plan, with a detailed cost estimate of the total Project costs, including the uses of the Maximum Governmental Project Funds and such other funds, goods or services as might be required from or arranged by the Orioles ("Project Costs").

2.4 Except as provided in, and subject to the terms of, this Agreement or the Project Documents, and further provided that the County fulfills its obligations in this Agreement and the Project Documents, the Orioles shall complete the Project and shall be responsible for the payment of any and all Project Costs in excess of the Maximum Governmental Project Funds (the "Orioles Project Contributions"). With regard to the funding of any Project Costs in excess of the Maximum Governmental Project Funds, the Orioles, at its discretion, shall either deposit the required funds directly in the Construction Fund Account prior to the incurrence of such excess Project Costs, or shall provide to the County any necessary assurances reasonably required by the County (e.g., letter of credit) that the Orioles Project Contributions shall be available in a timely manner, or discharge such payment obligations directly with vendors, concessionaires, contractors or project service providers, in which case the Orioles shall provide the County with written documentation of the payment discharge or in-kind transaction as more particularly set forth in Subsection 2.5. The Orioles also shall comply with any applicable County ordinance or Florida statute related to construction funding requirements for public projects.

2.5 The Orioles shall have the right to enter into any manner of agreements with its vendors, concessionaires or others to provide goods, materials and/or equipment to the Project, which shall be considered, for all intents and purposes, as part of the Orioles' Project Contributions. (For example, the Orioles' concessionaire for the Major League Stadium may be permitted to provide concessionaire equipment to the Sites.) The Orioles will inform the County, in writing, with a description of any Orioles' Project Contributions to the Sites made by any Orioles' vendors, contractors, concessionaires or other third parties and shall summarize relevant terms of such agreements and any other agreements that could impact the County's ownership interests in the Sites. The description shall be jointly submitted on behalf of the Orioles and the respective vendor, contractor, concessionaire or other such third party as may be

appropriate. Any such third party agreement shall be made in accordance and comply with applicable County ordinances and regulations.

2.6 In connection with the Orioles' Project Contributions, the County and the Orioles shall promptly meet after the execution of this Agreement and review the feasibility of issuing taxable or tax-exempt bonds at the request of the Orioles supported by Orioles' funds and/or rent, as the case may be, payment in lieu of taxes or such other funding mechanism as may be mutually agreeable to the Parties; however, the County shall be under no obligation to establish any such funding mechanism for the Orioles Project Contributions. To the extent that any such mutually agreeable funding mechanism requires the City to issue bonds, the County agrees to request that the City take reasonable steps to issue said bonds. To the extent that bonds are issued as part of the Orioles Project Contributions, the bond proceeds, net of all reasonable and customary expenses and costs, shall be deposited in the Construction Fund Account for the benefit of the Project.

3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

3.1 The County and the Orioles will execute a definitive, long form project development agreement for the Project which shall incorporate the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar agreements and as may be mutually agreed, and will establish the framework for the design and construction of the Project, within one hundred fifty (150) days after the execution of this Agreement (the "Project Development Agreement"), unless the Parties, in their respective sole discretion, deem the provisions of this Section 3 are adequate for such purpose.

3.2 The Project Development Agreement shall include the Project Design Plan and a detailed schedule outlining the time and actions anticipated necessary with respect to the Project, including a project design schedule that will address the coordination necessary to prepare the project scope, selection criteria and timeline for the procurement process (the "Project Schedule").

3.3 Time being of the essence, the County shall take all such action as is necessary to expeditiously conduct all of its Project reviews and exercise its approval rights, which in all instances may not be unreasonably withheld, conditioned or delayed. The County shall support the issuance of all City permits and approvals necessary for the Project and shall use its best efforts to obtain a commitment from the City in the Interlocal Agreement to provide expedited review and priority scheduling for any permit or development approval submitted to the City for the Project.

3.4 After the Project Development Agreement is finalized and approved by the County, the County agrees to promptly proceed with authorizing and issuing any and all procurements necessary for the Project. To the fullest extent permitted by law, regulation or ordinance, the Orioles shall be permitted to participate with the County and approve the selection of the architects, contractors, subcontractors, vendors and other professionals for the Project. The Orioles shall also have, to the fullest extent permitted by law, primary responsibility for and will take the lead in developing and constructing the Project, the right to approve any agreements to be entered into by the County for the Project (and any phase, portion or work order thereof), and

the right to approve the selection of any goods, materials, equipment, fixtures and furnishings for the Project.

3.5 Time being of the essence, the selection criteria for the architect of record shall include, but not be limited to: whether the architect has past performance with the Project Site(s) and/or with the Orioles; experience in the architectural design of Major League Baseball professional baseball facilities, and in particular, design experience specifically related to Major League Baseball spring training projects; and, professional personnel committed to the Project shall have had significant experience in projects of a similar nature or have worked on at least five (5) similar project types. Time being of the essence, the County, or the Orioles through the Project Development Agreement, shall promptly select and enter into contracts with all architects, contractors, subcontractors, vendors and other professionals for the Project. In the event that the Parties mutually agree to have either the County or the Orioles enter into a contract for the architect of record before the Project Documents are finalized, they shall reach a separate agreement for the funding of that contract from the Construction Fund Account.

3.6 The Project Development Agreement shall require, and the County shall obtain, guaranteed maximum price contract(s) (or such other arrangements as may be mutually agreed to and generally permissible under Florida Statutes) as part of the competitive selection process, in order to ensure that such contract(s) obtain the maximum value in relation to cost for each phase and portion of the Project and control the overall cost of the Project. No amendments or adjustments (including, but not limited to, change orders) shall be made to any maximum price contract(s), except as agreed to by the County and the Orioles. The County agrees not to request any amendments or adjustments (including, but not limited to, change orders) and shall have no right to adjust the scope of the Project and/or the Project Schedule unless mutually agreed. To the extent that the Orioles request an amendment or adjustment (including, but not limited to, change orders) which is agreed to by the County resulting in a Project Cost in excess of the Maximum Governmental Project Funds, then the Orioles shall comply with the provisions set forth in Section 2.4 above. The County agrees that the construction and design contracts which it enters into in connection with the Project shall contain provisions acceptable to the Orioles providing for liquidated damages in commercially reasonable amounts if the Project is not completed on time and prior to the completion date set forth in the Project Development Agreement. All such provisions must comply with Florida Statutes and be agreed to by the County and the Orioles. The County agrees that it shall strictly enforce any such liquidated damage provisions and diligently pursue any liquidated damages to which it is entitled. Any liquidated damages received by the County shall be allocated first to any damages caused to the Project by the breach or other wrongful act to compensate the party harmed. Unless otherwise provided in this Agreement or the Project Documents, the Orioles' sole remedy for damages resulting from any delay in the completion of the Project shall be the rights to receive liquidated damages under the construction and design contracts for the Project. The County shall, at the Orioles' request, take all reasonable action necessary to enforce the liquidated damages or other remedy provisions necessary to effectuate this provision. The County and the Orioles shall not be liable to each other for the payment of any construction delay damages, provided that the delay is not caused by the gross negligence, willful misconduct or the breach of a material provision of this Agreement or the Project Development Agreement. The Parties acknowledge that a construction contract cannot be entered into until the Project Documents are finalized (unless otherwise agreed by the Parties).

3.7 The Project Development Agreement shall require each architect, contractor, subcontractor, vendor or Project professional to secure and retain such policy or policies of insurance as are required by the Project and shall ensure that all contractors and vendors furnish payment and performance bonds in a commercially reasonable amount established by the County and shall list the Orioles as an additional insured party.

3.8 The Project Development Agreement shall also provide that, to the fullest extent permitted by law, the Orioles shall have the right and primary responsibility to coordinate the development and construction of the Project and, at the Orioles' discretion, conduct progress meetings at mutually agreed upon frequency of all of the architect, contractor(s), subcontractor(s), vendors and other professionals. The County shall have the right to retain an owner's representative with experience in the construction of sports facilities. The reasonable and customary cost of the County's owner's representative shall be included in the Project Cost, provided that such costs have been presented to the Orioles for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles may retain a representative and/or design consultant with experience in the construction of sports facilities. The reasonable and customary costs of the Orioles representative and/or design consultant shall be included in the Project Cost, provided that such costs have been presented to the County for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles shall provide for such cost estimates associated with the Orioles' and County's representatives in the Project Design Plan. Except as provided in this Section, the County and the Orioles shall not impose any management or administrative fees to the Project (or any procurement, phase, portion or work order thereof) nor seek reimbursement from the Construction Fund Account for any costs or expenses, other than costs or expenses directly related to the Project that are typically outsourced and outside of the County's operating budget (and specifically not including legal fees, County staff time, internal project management and the like) for which the County seeks reimbursement or payment from the Construction Fund Account. Any such request for payment from the Construction Fund Account shall be first provided to the Orioles for approval, such approval may not be unreasonably withheld, conditioned or delayed. The County and the Orioles shall participate in the development and construction of the Project and shall keep each other fully and timely informed of, and actively involved in, all material decisions regarding the development and construction of the Project, at all phases of the development and construction process. Customary County permit fees shall be chargeable to the Construction Fund Account.

3.9 The Project Development Agreement shall provide that each of the Orioles and the County shall designate representative(s) with authority to act in connection with all issues requiring such Party's approval, agreement or concurrence with regard to the design, development and construction of the Project within all applicable laws, ordinances and policies. All approvals, agreements or concurrences required in Sections 1 and 3 shall be the responsibility of and shall be made by such representative(s). Such representative(s) shall be invited to participate in all development and construction meetings held in connection with the Project.

3.10 The Project Development Agreement shall provide that the County shall place the Governmental Project Funds and any applicable Orioles Project Contributions in the Construction Fund Account for the benefit of the Project. The Orioles shall have the right to monitor the draw

schedule and progress payments, progress of construction and the funds remaining in the Construction Fund Account, and the Orioles shall be regularly kept informed by the County as to the Construction Fund Account balances. The County shall hold the funds in the Construction Fund Account for the benefit of the Project and shall promptly release, without delay, reduction or offset, such funds only upon approval for disbursement by the Orioles and the County, such approval not to be unreasonably withheld, conditioned or delayed.

3.11 If the Project is anticipated to exceed any maximum price contract(s), either because of a change order(s) or for any other reason beyond that which is contained in the Project agreements (and specifically excluding items resulting from an error or omission by the County, the Orioles or any architect, contractor, subcontractor, vendor or other professional), such cost increases must be approved by the Parties. Change orders and/or Project cost overruns resulting from an error or omission by any architect, contractor, subcontractor, vendor or other professional engaged on the Project shall be the responsibility of the person or entity committing such error or omission. Subject to the provisions of Section 2.4 hereof, the Orioles may adjust the scope of the Project, including any procurement, phase, portion or work order thereof; provided, however that any material changes to the Project Design Plan which increases the Project Cost must be reviewed and approved by the County, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, the Orioles shall not materially and substantially reduce the estimated number of fixed seating positions in the Major League Stadium, the estimated square footage of the Major League clubhouse or the number of fields as set forth in Section 2 hereof without the express prior written approval of the County.

3.12 The County represents and warrants to the best of its knowledge that no zoning changes are necessary or required in order to construct the Project and there are no known restrictions on the Sites. The County agrees to the fullest extent permitted by law to refrain from taking any action to request that the City diminish or restrict the zoning and the Orioles existing zoning rights on the Major League Baseball Site for the duration of the Lease. Should the Orioles intend to seek a zoning change at any time during the Lease, in connection with the Major League Site, the County shall take such action within its control to place such matters before the City for consideration on an expedited basis.

3.13 To the fullest extent permitted by law, the Orioles and/or its designees shall have full rights and discretion as to the placement and orientation of all improvements and uses, points of ingress and egress and internal circulation on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied and subject to the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Orioles and/or its designees, with County input and approval, shall have discretion as to the architectural style and character of all improvements on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied.

3.14 If the Orioles elect to conduct Major League Spring Training at the Major League Site in 2010, the Orioles shall be entitled to use (or seek reimbursement from) the Construction Fund Account for costs and expenses reasonably incurred to re-brand Ed Smith Stadium for use

by the Orioles, subject to the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

4. LEASE TERM; RENT.

4.1 Lease Term. The Parties shall execute a definitive, long form Lease within one hundred fifty (150) days after the execution of this Agreement, incorporating the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar leases and as may be mutually agreed, unless the Parties, in their respective sole discretion, deem the provisions of this Section 4 and other applicable provisions of this Agreement are adequate for such purpose. The Term of the Lease shall be for thirty (30) years commencing November 1, 2009 and continuing through October 31, 2039 (the "Term"). The Orioles intend to commence Major League and Minor League Spring Training Operations at the Sites beginning with the 2010 spring training season. The Parties acknowledge that adjustments to the commencement of Spring Training Operations may need to be made based upon the Project schedule and maximizing the value of the Governmental Project Funds, which determination will be made by the Orioles, after consultation with the County. The Orioles agree that during the Term they shall play their Major League spring training home games at the Major League Site, except for those spring training games played by the Orioles as it returns to Baltimore to open the Major League championship season (no more than five spring training games) or as otherwise may be scheduled by Major League Baseball (i.e., international goodwill games) or otherwise provided in this Agreement or the Project Documents. As part of the definitive Lease, the Orioles will enter into a binding and enforceable non-relocation agreement with the County that includes appropriate specific performance and injunctive relief provisions. Except as provided in Section 20 of this Agreement, during the Term, the Orioles shall not relocate its Major League and Minor League Spring Training Operations from the County.

4.2 Rent. The Rent for the Term shall be one dollar and 00/100 (\$1.00), payable in advance for the entire Term at the time of execution of the Lease.

4.3 Revenues Generated. Except as provided herein, the Orioles shall have the sole and exclusive right to all commercial activity on the Sites and to retain any and all proceeds, revenues and fees generated by or through the Orioles' use or occupancy of the Sites during the Term, including, but not limited to all revenues derived from all events at the Sites, all revenues from tickets, parking fees, promotions, sponsorships, advertising, signage, concessions, license fees, and all other sources of revenues. The Lease shall contain agreement(s) for the County use of Major League Site and the Minor League Site as referenced in Section 5 hereof. As to the Orioles' use of the Sites, the Orioles shall have the sole responsibility to pay all sales, use and federal income tax due with respect to revenues and fees that they collect or receive. With respect to the parcel(s) North of 12th Street, the Orioles shall have the right to seek to develop the parcel(s) and shall have the right to make an application(s) for a zoning category change, if necessary, or seek any other zoning mechanism to permit commercial activity on the parcel(s). Such application(s) shall be subject to all County and City processes, procedures, codes and ordinances and the approval(s) of the appropriate governmental entity(ies). The County shall have the right to approve any development proposal submitted by the Orioles.

5. LEASED PREMISES; USE AND OPERATION.

5.1 Major League Site. The County agrees to lease to the Orioles the Major League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. The Orioles' right to utilize the Major League Site shall be on an exclusive basis during the Term for all lawful purposes, except as provided in Sections 5.4 and 5.5 herein but the Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations on the Major League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Orioles' exclusive areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. During the Spring Training Period, from December 15th to April 30th of each calendar year during the Term (the "Spring Training Period") except as otherwise provided in Section 5.4(a), the Orioles shall have the exclusive use of the Major League Site and may utilize the Major League Site for all lawful purposes.

5.2 Minor League Site. The County agrees to lease to the Orioles the Minor League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. Except as otherwise provided in this Agreement, the Orioles shall have the right to utilize the Minor League Site on an exclusive basis for all lawful purposes, from January 15th to April 30th of each calendar year ("Minor League STP"), and on a non-exclusive basis (other than the Orioles' exclusive use areas as defined below, which are exclusive to the Orioles on a year-round basis) for all lawful purposes. During the Minor League STP, the Orioles shall have the full, beneficial and exclusive use of fields number 1 and 2 at all times and the non-exclusive use of fields number 3, 4 and 5 as provided in this Subsection. During the Minor League STP, fields number 3, 4 and 5 shall be exclusive to the Orioles at all times necessary, in the Orioles' reasonable discretion, to conduct its spring training operations. During the Minor League STP, the County may make fields number 3, 4 and 5 available for public recreational purposes with the Orioles' prior approval to each such use and the terms, conditions, dates and times of such use. The Orioles' approval as to any use request under this Subsection shall not be unreasonably withheld, conditioned or delayed. Any public recreational use authorized during the Minor League STP pursuant to this Subsection shall not (a) interfere with the Orioles' spring training baseball activities or (b) be permitted under weather or other conditions which would adversely impact the condition of any playing fields. The County shall require that all public recreation uses of the fields carry full and adequate insurances, naming the Orioles (and the County if appropriate) as a named insured and such other requirements as provided for in Sections 5.4 and 5.8. The Orioles agree that the County shall have the right to enter into an agreement with the high school team which has historically utilized field number 5 during the Spring Training Period for high school practices and games on terms, conditions, dates and times reasonably acceptable to the Orioles and consistent with current practices, this Subsection and Section 5.4. The high school team shall be authorized to display its logo and colors during high school practices, games and tournaments held on field number 5 and shall retain rights to the sponsor recognition signs along the inside face of the outfield fence provided that (i) any such sponsorship or signage does not conflict with an Orioles exclusive sponsorship; and (ii) the Orioles retain the right to also display signs. The Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations (the "Team's Exclusive Minor League Areas") and

other areas on the Minor League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Team's Exclusive Minor League Areas, but not including the fields and public parking areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. The subparcel of the Minor League Site set forth in Section 14 shall be, upon completion, deemed part of the Team's Exclusive Minor League Areas.

5.3 Orioles As Promoter of the Sites. During the Term, at all times, the Orioles shall be the "promoter" of the Major League Site and the Minor League Site for all lawful purposes, including all events conducted thereon or therein, except as expressly provided herein. The Orioles shall use commercially reasonable efforts to market the Sites actively during the Term. The Orioles shall be entitled to retain all "promoter" fees, if any, in connection with any for profit events at the Sites, except for Historical Events as defined in section 5.4(a) (unless the Orioles and the Historical Event party expressly agree otherwise).

5.4 Historical Events. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. The Parties acknowledge that the Sites have at times historically hosted certain events other than spring training operations and baseball-related events. The following shall be referred to as "Historical Events":

(a) Major League Site: (i) Booker High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (ii) Cardinal Mooney High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (iii) Sarasota Baseball Classic, provided that it is not scheduled between December 15th and April 7th in any calendar year; (iv) Florida High School Athletic Association State Baseball Championship Finals at the Major League Site provided that it is not scheduled between December 15th and April 7th in any calendar year and is held for no more than seven (7) consecutive days; (v) the City Blues Festival for three (3) consecutive days or less, provided it is held exclusively on the practice fields adjacent to the stadium, conducted in accordance with historical practice and further provided that City Blues Festival is held in October or the first week of November; (vi) the AAU 14 and under Division 1 National Championships, provided that it is scheduled in July or August; (vii) Circus Sarasota, provided that it is located on the parking parcel North of 12th Street, unless otherwise agreed by the Orioles and Circus Sarasota, and within the months of January and/or February and that it does not interfere with the Orioles' spring training events; and (viii) the Sarasota Spartans youth soccer program for limited use of the parking parcel North of 12th Street during the months August through November on a temporary basis, such temporary use not lasting more than four (4) years from the date of this Agreement. The Orioles shall accommodate the aforementioned Historical Events at the Major League Site (excluding the Orioles' exclusive use areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations; and

(b) Minor League Site: During the Minor League STP, as provided in Section 5.2. At times other than during the Minor League STP, the County may utilize the Minor League Site (other than the Team's Exclusive Minor League Areas) for public recreational use under the terms and conditions of Section 5. The Orioles shall endeavor in good faith to work with the County and the community to accommodate the aforementioned Historical Events at the Minor

League Site (excluding the Team's Exclusive Minor League Areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations.

(c) **Other Uses:** In addition to any other Orioles' uses of the Sites, the Orioles may, in its sole discretion, permit the use of the Sites for other historical events, including AAU baseball practices and games, or other historical events.

As to each Historical Event authorized in this Section, the Historical Event shall be conditioned upon the Historical Event party (which may be the County or a third party) obtaining the Orioles' prior approval as to the date and time of the requested Historical Event and entering into a contract with the Orioles for use of the Site requested, which contract shall include a requirement to carry full and adequate insurances, naming the Orioles (and the County as appropriate) as named insureds, provisions for the payment of all actual and incremental costs and expenses associated with the use and such other terms and conditions as may be reasonable or necessary. The Historical Event shall not be on dates and times that (a) interfere with the Orioles' baseball activities or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. To the extent that tickets are sold for Historical Events that are for-profit, if any, the ticket surcharge shall be applicable to all such tickets, unless otherwise determined by the Orioles, in its sole discretion. Any Historical Event must be requested in writing to the Orioles annually prior to November 30th for the following twelve (12) month period. Should the Historical Event desire to propose the scheduling of a Historical Event under this Agreement other than as provided in the preceding sentence, the Historical Event shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request.

5.5 County Use of Major League Site. Other than as provided in Section 5.4(a) (with regard to Historical Events), the County may use or authorize for use the Major League Site for civic-oriented non-profit events for up to eight (8) days per year outside of the Orioles' Spring Training Period, as defined in Section 5.1 hereof, and only with the Orioles' prior written approval, not to be unreasonably withheld, conditioned or delayed, at no charge to the County other than for reimbursing the Orioles as provided in Section 5.8 below. The County may sublease its rights contained in this Section 5.5 to the City of Sarasota for City sponsored civic-oriented non-profit events, subject to the Orioles' approval of the third party contract or other agreement governing the event, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the Sites shall not be used on dates and times that (a) interfere with the Orioles' baseball activities and/or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. For scheduling purposes and to avoid any interference with the Orioles' beneficial use of the Sites, the County shall annually, prior to November 30th of each year, provide the Orioles with a proposed schedule of any civic-oriented non-profit uses for following twelve (12) month period for which the County requests the Orioles' approval. Should the County desire to propose the scheduling of a permissible event under this Agreement other than as provided in the preceding sentence, the County shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request. The dates

and times during which the County may use the Major League Site shall be selected by mutual agreement of the Parties and the Orioles agree to take into consideration the historical practice of certain event dates which have been utilized for City and County sponsored events.

5.6 [Intentionally Omitted]

5.7 County Use of Minor League Site. The County may use or authorize for use the Minor League Site, excluding the Team's Exclusive Minor League Areas, in accordance with Section 5.4, for civic-oriented non-profit use subject to the prior approval of the Orioles, not to be unreasonably withheld, conditioned or delayed. The Orioles shall have scheduling priority for the use of the Minor League Site.

5.8 General Conditions of Use of the Sites. The County shall be responsible for the payment of all actual and incremental, out-of-pocket operating and maintenance expenses for all County-authorized civic and recreational uses of the Sites. The costs, reimbursements and expenses for Historical Events requested by third parties under Section 5.4 shall be the responsibility of the requesting party, in accordance with the terms and conditions provided in that section, unless otherwise agreed to by the Orioles. The County shall be responsible to restore the fields and related facilities to the condition at the time prior to such County-authorized civic or recreational use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to operate, maintain, repair or restore the Sites as a direct result of the County-authorized civic or recreational use of the Sites, the County shall reimburse the Orioles for such costs and expenses in a timely manner upon invoice. The County shall remain solely responsible for any damage or destruction that may occur as a direct result of such use by the County or its invitees or authorized parties. In accordance with the provisions of Section 5, the Orioles and the County shall enter in an event agreement(s) for any County-authorized use under Section 5.4 (as appropriate), Section 5.5 or Section 5.7 prior to such events setting forth the terms and conditions for such County use and further delineating the County's reimbursement obligations.

5.9 County's Right of Entry. The County reserves the right to enter any portion of the Sites upon reasonable prior notice to the Orioles, notwithstanding the exclusive right of the Orioles to use such portion, if in the reasonable judgment of the County, entry is necessary to inspect, repair or maintain the Site, or is necessary to protect the public health, safety or welfare.

5.10 Quiet Enjoyment. During the Term and subject to the terms of the Lease, the Orioles shall be entitled to peacefully have and enjoy the use of the Sites, without unreasonable interruption or interference, subject to the County's rights of use and access, as provided in this Agreement.

6. **TICKET SALES; PARKING.**

6.1 The Orioles shall set the ticket prices for all spring training games and other events at the Major League Site and the Minor League Site for which tickets are sold, other than as Historical Events and County (City or authorized public) civic-oriented non-profit events provided for in Section 5. The Orioles shall manage all ticketing operations, including ticket sales for all events at the Sites other than at Historical Events and County civic-oriented, non-

profit events, and the Orioles shall be entitled to receive all Gross Revenues from Ticket Sales collected by the Orioles on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Orioles, except as provided for in Section 5 for County ticket sales from applicable County (or City or authorized public entity) sponsored events which shall be managed, sold, and belong to the County (or City or authorized public entity), and except for ticket sales from Historical Events. For purposes of this Agreement, "Gross Revenues From Ticket Sales" shall mean the total gross revenues from ticket sales less any taxes or charges imposed by Major League Baseball or any governmental, regulatory or taxing authority generally, included in the gross price of the ticket to the purchaser and required to be remitted by the Orioles as the portion of such receipts payable to the visiting team or to any such governmental, regulatory or taxing authority. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold in connection with for-profit events at the Sites, whether Orioles, County or City sponsored events. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold for profit historical events at the Sites, unless otherwise determined by the Orioles, in its sole discretion. The Parties agree that Gross Revenues from Ticket Sales shall also exclude and be reduced by the surcharge as described in Section 12. All ticket surcharges collected by the Orioles, County or City or any party authorized to utilize the Sites for which tickets are sold shall be deposited in a timely fashion in the Capital Repair and Improvements Fund established and described in Section 12.

6.2 The Orioles or its designee shall control the parking at the Sites, and without limiting anything contained in Section 4.3 above, the Orioles shall collect and retain all parking fees and related revenues derived therefrom, except for parking revenues from County (or City) sponsored civic-oriented non-profit events as provided for in Section 5.4, 5.5 and 5.7, for which the net revenues (after payment of applicable expenses as provided in Section 5.8, including any taxes or charges or payment to any parking operator(s) and reimbursement of incremental, out-of-pocket expenses in connection with the collection of parking revenues) shall belong to the County.

7. CONCESSIONS.

7.1 The Orioles shall control and receive all revenues from the sale of all foods, beverages, merchandise, novelties and logo items and the like, including, but not limited to, scorecards, yearbooks and novelty items carrying the logo or marks of the Orioles or of any other Major League team (collectively, commonly called "concessions") on the Major League Site and the Minor League Site. The Orioles shall be free to operate the concessions in-house or contract with a third party(ies) to operate such concessions on terms and conditions approved by the Orioles

7.2 No outside concessionaire or vendor shall be permitted on the Sites, including for a Historical Event, without the Orioles' prior written approval. For all authorized County (or City) uses of the Sites under Section 5.5, and for any Historical Events under Section 5.4, the County (or City) or Historical Event party shall use the Orioles' concessionaire for all food services unless the Orioles and/or the Orioles' concessionaire determine, in their sole discretion, not to provide concession services for the event. If the Orioles or its concessionaire determine not to provide such concession services, the County (or City) or Historical Event party may request that the Orioles' approve the use of a third party food service concessionaire on the Site to

service the event. The Orioles' written approval shall not be unreasonably withheld, conditioned or delayed. For all authorized County (or City) uses of the Sites under Section 5.5, the Orioles will endeavor to require in its food service concession agreements or extensions with its concessionaire that the concessionaire, if it agrees to provide food service for a County (or City) event pursuant to Section 5.5, that the concessionaire will consider entering into a revenue-sharing agreement with the County (or City) to share a portion of its profits, if any, with the County (or City) or provide a fair and reasonable discount for its food services. Any such profit sharing or discount shall be determined on a case-by-case basis and within the sole discretion of the Orioles and the Orioles' concessionaire. As to all such events pursuant to Section 5.5, the concessionaire may not charge the County (or City) more than its usual and customary food and service charges (but may charge less) associated with an Orioles event. In the event that the County (or City) or a Historical Event party under the terms and conditions of this Section, are permitted to use a third party concessionaire with the Orioles' approval and desire to use the Orioles' concessionaire's equipment or facilities, the County (or City) or Historical Event party shall enter into an agreement for such use with the Orioles and the Orioles' concessionaire on such terms and conditions as may be acceptable to the parties. The County shall notify the Orioles of any proposed County civic-oriented, non-profit events under Section 5.5 for which it desires that the Orioles' concessionaire provide concessions operations no less than fifteen (15) business days prior to the date of such event.

7.3 The County shall use its best efforts to ensure that all concession equipment, along with all furniture, fixtures and equipment, at the Major League Site and the Minor League Site that is County or City owned or is anticipated to be left by the current tenant is inventoried and conveyed to the benefit of the Project to the extent it is deemed by the Orioles to be beneficial to the Project, subject to the County's approval, not to be unreasonably withheld, conditioned or delayed.

8. SCOREBOARD AND NAMING RIGHTS.

8.1 The Orioles shall have all rights to sell or otherwise assign naming and/or presenting sponsorship rights to all or any portion of the Major League Site and the Minor League Site, including the Major League Stadium. The Parties acknowledge the Minor League Site is currently referred to as the Buck O'Neil Baseball Complex and the Orioles will endeavor to refer to the baseball complex as such in materials and publications. The Orioles shall obtain the County's consent only as to whether the County objects to the association of the County with the naming and/or presenting sponsor and contends that such association is materially adverse to the County and will damage its reputation or the public's interests. The Orioles agree that the name of a tobacco company or product will not be used. The County may not unreasonably withhold, condition or delay its consent to a naming rights or presenting sponsor.

8.2 The Orioles shall control the scoreboard message center (the "Scoreboard"), the sound, public address and related systems at the Sites (collectively, the "AV Information Systems") for any and all events at the Sites during the Term. The Orioles will work cooperatively with the County to include a limited number of public service announcements and announcements of County programs and civic-oriented events at Orioles' events. The Orioles' personnel or designee shall operate all AV Information Systems at all times during the Term unless the Orioles agree otherwise; however, during Historical Events or County (or City or

authorized public) civic-oriented non-profit events, and subject to the Orioles' right and obligation to operate the AV Information Systems, the County shall have the right to determine the audio content and sell temporary event day only electronic message advertising on the Scoreboard content display. If Orioles personnel are utilized to operate the AV Information Systems, the Orioles shall be reimbursed for such actual incremental, out-of-pocket costs and expenses and other applicable expenses as provided in Section 5.8. Without limiting the foregoing, in no event may the County sell any temporary event day electronic message advertising on the Scoreboard content display to an entity if the sale or content of such electronic advertising would cause the Orioles to breach any exclusivity granted to a naming rights, presenting sponsor or any exclusive Orioles' sponsor.

9. BROADCASTING.

9.1 The County will cooperate with the Orioles in identifying locations and available connectivity of commercial fiber, cabling, electrical, communications data transmission systems and the nearest head-ends (the "Broadcast Interface Equipment") in order for the Orioles to broadcast games played by the Orioles during the Term. The Orioles shall be responsible for all connectivity charges or fees payable to the vendor or utility. The County shall not charge the Orioles any fees or connectivity charges and the Orioles shall be permitted to use available easements on the Sites for connectivity purposes.

9.2 The Orioles shall have the exclusive broadcasting rights for all events at the Sites, other than as provided in this Subsection during the Term and all revenues derived therefrom shall be the property of the Orioles, including but not limited to all park and power fees and other charges levied upon visiting teams or for or in connection with other productions year-round. The Orioles shall have all rights to determine the content of any Orioles' broadcast and the Orioles shall have all rights to sell any advertising on any Orioles' broadcast during the Term. Subject to the rights of third parties, the Orioles shall have a fully-paid, transferable, license to broadcast and re-broadcast worldwide in perpetuity, images, photographs, audio and audio/visual recordings of all events of and from the Sites. The County shall have the non-exclusive right to broadcast the Historical Events and the approved County (or City or authorized public) civic-oriented non-profit events at the Sites utilizing its broadcasting equipment and personnel or, upon mutually acceptable terms, the Orioles' broadcasting equipment and personnel. Subject to the rights of third parties, the Orioles may broadcast any of the Historical Events or County (or City or authorized public) civic-oriented non-profit events from the Sites at its discretion.

10. PROMOTION AND TOURISM.

10.1 The Orioles acknowledge that the County is undertaking a substantial financial responsibility to fund portions of the Project. The Orioles and County agree to develop an ongoing promotional relationship for the purpose of promoting Sarasota County and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Orioles' spring training games and ticket sales related thereto. The Orioles shall make available on an annual basis after consultation with the Sarasota Convention and Visitor's Board and the Sarasota Tourism Development Council, certain promotional and tourism opportunities set forth in Exhibit 4. The Parties shall meet on an annual basis to review and amend Exhibit 4 as may be mutually agreeable from time to time.

10.2 The parties acknowledge that the Minor League Site is located at County-owned Twin Lakes Park which contains identifying signage and will continue to do so. To the extent permitted by Major League Baseball rules and regulations, the Orioles will provide the County with certain limited use rights as to the Orioles' marks and logos, subject to the Orioles' prior written approval in each instance, which will allow the County to promote its partnership with the Orioles at the Sites and on County literature and advertisements.

10.3 The Orioles shall provide the County with ten (10) prime location tickets (in groups of two (2) and four (4)), as determined by the Orioles, for all games and events at the Major League Site free of charge throughout the Term. In addition, the Orioles shall provide the County with event tickets for all seats in a luxury suite for up to four (4) Orioles spring training games per year; provided, however, that the suites have not been sold to a corporate or other purchaser and are available for the Orioles use and assignment. The County shall also be provided at no cost with adequate, preferred parking for all events for which tickets have been provided. The luxury suite, tickets and parking provided hereunder shall be used for tourism promotion and economic development purposes. The surcharge provided in Section 12 shall not be applicable to any complimentary event tickets or any tickets for which no payment is made by the County or other third party.

11. OPERATIONS AND MAINTENANCE.

11.1 Except as to Historical Events and County (or City or authorized public) civic-oriented non-profit events and as provided in Section 5.8, the Orioles, as lessee of the Sites, shall be responsible solely for payment of all operating expenses and routine maintenance and repairs of the Sites during the Term. The Orioles shall operate the Sites in a safe, clean, attractive, and first class manner comparable to that of other Major League Baseball spring training and minor league facilities and shall provide on-Site fire, EMS, police and traffic control for games and other events at the Major League Site under the Orioles' control as may be necessary. The County shall be responsible to provide such on-Site fire, EMS, police and traffic control for all County civic-oriented, non-profit events as may be necessary. Throughout the Term and except as otherwise expressly provided herein, the Orioles shall be responsible for and provide all cleaning and operational maintenance services for the Sites, including the playing and practice fields located thereon, in conformity with the practices of Major League Baseball spring training facilities and Major League Baseball standards, rules and regulations. For purposes of this Agreement, operating expenses and routine maintenance and repair services shall mean those ordinary cleaning, maintenance and ordinary repair services necessary to keep the Sites in first class, good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life and that are not treated as capital expenses for federal income tax purposes. The County shall have no responsibility for any operating or routine maintenance or repair expenses for the Sites except as related to County civic-oriented, non-profit events or County approved recreational events pursuant to Section 5 or in connection with Section 18. The requesting party for Historical Events shall be responsible for any operating or routine maintenance or repair expenses for such Historical Events which shall be included in the contract described in Section 5.4 above, unless otherwise agreed by the Orioles. In the event that the County utilizes the Sites or authorizes their use, in whole or in part, the County shall be responsible to maintain and repair the fields and related facilities to the condition

prior to the time of County use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to maintain or repair the Sites as a direct result of the County's use of the Sites, the County shall reimburse the Orioles for all actual incremental, out-of-pocket costs and expenses associated therewith and other applicable expenses as provided in Section 5.8, in a timely manner upon invoice.

12. CAPITAL REPAIR AND IMPROVEMENTS FUND.

12.1 The County shall establish, administer and maintain a Capital Repair and Improvements Fund in an interest bearing account dedicated for the exclusive benefit of the Sites for the purposes expressed in this Section.

12.2 The Parties acknowledge that during the Term there will be capital repair and improvement items necessary to maintain or preserve the condition, structural integrity, safety or functionality of the Sites or to address physical obsolescence. Physical obsolescence means that the structure, foundation, surface, components, systems, fixtures or condition: (i) no longer adequately functions for the purposes for which it was intended, (ii) is dysfunctional in whole or in part, or (iii) poses a hazard to the public's accommodation. The Capital Repair and Improvements Fund shall not be used for the Orioles' general operations and routine maintenance and ordinary repair obligations or for any County (or City) obligations to reimburse the Orioles or pay for costs and expenses associated with the County's (or City's) use of the Sites or the use of the Sites by the public. This Fund is intended only for capital repairs and improvements as expressed in this Section, and which would customarily be treated as a capital item for federal income tax purposes. Capital repairs and improvements shall include all expenditures for a fixed asset, or which extends the useful life longer than one (1) year or adds value to or increases the usefulness or productivity of an existing asset.

12.3 The Capital Repair and Improvements Fund shall be funded by annual contributions from each of the Parties in accordance with the following schedule:

<u>For the Years</u>	<u>Annual Contribution</u>
2011 through 2015	\$125,000
2016 through 2020	150,000
2021 through 2025	175,000
2026 through 2030	200,000
2031 through 2035	225,000
2036 through 2039	250,000

12.3.1 A surcharge upon all Orioles game tickets sold and all other for-profit ticketed events conducted at the Sites shall be considered a contribution to the Capital Repair and Improvements Fund as if made by the Orioles directly:

12.3.1.A For all tickets with a face value of \$5.00 or less, the ticket surcharge shall be fifty (50) cents per ticket sold.

12.3.1.B For all tickets with a face value in excess of \$5.00 but less than \$10.00, the ticket surcharge shall be \$1.25 per ticket sold.

12.3.1.C For all tickets with a face value of \$10.00 or more but less than \$20.00, the surcharge shall be \$1.75 per ticket sold.

12.3.1.D For all tickets with a face value of \$20.00 or more but less than \$30.00, the surcharge shall be \$2.00 per ticket sold.

12.3.1.E For all tickets with a face value of \$30.00 or more, the surcharge shall be \$2.50 per ticket sold.

12.3.2 In any year, the Orioles shall have the sole right to charge or modify the ticket surcharge in its sole judgment.

12.3.3 Notwithstanding the foregoing, if the amount of the annual surcharge collected is: (A) less than the Orioles' Annual Contribution, the Orioles shall contribute the difference to the Capital Repair and Improvements Fund; (B) more than the Orioles' Annual Contribution, the amount of such excess shall not be credited toward its Annual Contribution for any other year.

12.4 Contributions to the Capital Repair and Improvements Fund shall be made by the County and the Orioles no later than January 15 of each year for the preceding year. No expenditures may be made from the Capital Repair and Improvements Fund without the prior approval of both the County and the Orioles.

12.5 All interest accruing on the Capital Repair and Improvements Fund shall be added to the Fund and available for Fund purposes.

12.6 The Orioles and the County shall jointly review the Fund balance on an annual basis. Beginning in the fifth (5th) year after substantial completion of the Project and every five (5) years thereafter, the Parties shall conduct an independent structural and engineering analysis of the Sites. The cost of such analysis shall be paid from the Capital Repair and Improvements Fund. To the extent that the structural and engineering analysis provided for in this Section 12.6 identifies a material structural or engineering condition that should be addressed by this Section, the Capital Repair and Improvements Fund will be made available to the extent that the Orioles and the County agree to authorize those repairs or improvements.

12.7 The County and the Orioles shall annually cooperatively develop a rolling five (5) year capital repairs and improvement plan for the Sites. The Orioles shall submit to the County, on or before June 1 of each year, a proposed budget of anticipated capital repairs and capital improvements for the succeeding year. The proposed budget shall include a detailed statement of the reason for and cost of proposed capital expenditures. The County shall review the proposed budget and notify the Orioles on or before August 1 of the same year whether it has approved all or any portion thereof, which approval will not be unreasonably withheld, conditioned or delayed. In the event of an emergency requiring a capital expenditure or other capital expenditure deemed necessary by the Orioles but not included in the budget, the Orioles shall promptly notify the

County after discovery of the emergency or need for the capital expenditure, and the Orioles and the County shall work cooperatively together in good faith to address the need for the capital expenditure.

12.8 The County shall be responsible for identification of funding sources and the timely payment of all approved capital expenditures that cannot be paid out of the then-remaining balance in the Capital Repair and Improvements Fund. The Orioles acknowledge that any such payment by the County is subject to appropriation and approval by the County Commissioners.

12.9 The Orioles, with the cooperation of the County, shall supervise the making of all capital repairs and improvements to the Sites.

12.10 Notwithstanding anything provided in this Section 12, the insurances required in Section 16 of this Agreement shall be maintained in full force and effect.

13. FUTURE IMPROVEMENTS.

13.1 Subject to the applicable provisions of Section 4.3 hereof, the Orioles may develop and construct additional improvements on the Sites during the Term which are permitted by the zoning on the Sites, and any such improvements shall immediately be subject to the Lease. The Orioles shall prepare and provide to the County a plan showing such additional improvements, an estimate of the cost of the improvements and the Orioles commitment to pay for and a funding plan for such improvements prior to construction. The County shall have the right to review and approve all such improvements, such approval not to be unreasonably withheld, conditioned or delayed. The development and construction of any such additional improvements on the Sites during the Term shall be completed by the Orioles in accordance with applicable law.

14. YOUTH BASEBALL ACADEMY AND FACILITIES.

14.1 The Parties acknowledge that it is mutually beneficial to facilitate the establishment of a youth baseball academy and youth tournaments, serving both the Greater Sarasota County region and players and teams from other areas. The Orioles and Ripken Baseball have expressed a desire and are willing to locate a Cal Ripken Youth Baseball Academy and youth tournaments at the Minor League Site. The County has agreed to permit the Orioles to sublease or co-locate a portion of the Minor League Site (as identified on the preliminary Site sketch attached hereto as Exhibit 2) as a possible and acceptable location for the youth baseball academy, facilities and fields and the County has agreed to provide said area to the Orioles for such purposes as a cleared and leveled portion of the parcel. The County consents to the development and use of the aforementioned areas for all such fields and facilities as may be necessary and appropriate for the full and beneficial use of those areas for a youth baseball academy and youth tournaments. The Orioles and/or Ripken Baseball with review and approval of the County, which shall not be unreasonably withheld, conditioned or delayed, shall have full rights to the design and architectural style of the fields and facilities. The timing of the development and construction of the youth fields and facilities is dependent upon raising the necessary funds to proceed with the project. Notwithstanding the preceding sentence, the Orioles and Ripken Baseball will commit to provide a commercially reasonable level of youth baseball activities in the Greater Sarasota County region pending the establishment and construction of the

youth baseball fields and facilities and the availability of requisite fields and facilities. The development and construction of youth baseball facilities pursuant to this Section shall be subject to the provisions of Section 13 hereof.

15. NO IMPACT FEES.

15.1 To the extent legally permissible, the Orioles shall not be responsible for the payment of any road impact fees, justice impact fees and general government impact fees in connection with the development or use of the Project.

16. INSURANCE.

16.1 Orioles Insurance Requirements. The Orioles shall procure and maintain, during the term of this Agreement and the Project Documents, insurance as listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent". No changes are to be made to these specifications without prior written specific approval by the County's Risk Management Department.

Commercial General Liability: Including but not limited to bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 each occurrence and carry such umbrella liability coverage as the Orioles deem appropriate.

Business Automobile Liability: Orioles shall agree to maintain Business Automobile Liability insurance as required by law.

Worker's Compensation Insurance: Orioles shall agree to maintain Workers' Compensation insurance as required by law.

Property Insurance: The Orioles shall be responsible to provide property insurance to ensure against damage or destruction to the Orioles' furnishings and equipment and personal property located at the Sites.

The County shall retain the right to review certificates, declarations and policies of insurance, at any time, in order to confirm coverage, form, and amount of insurance in accordance with this Agreement. The County shall be named as an additional insured on all Orioles' policies of insurance under this Agreement and the Project Documents.

Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the Orioles insurance company and County Risk Management as soon as practicable after notice to the insured.

16.2 County Insurance Requirements. The County shall procure and maintain, during the term of this Agreement and the Project Documents insurance as listed below.

Commercial General Liability: The County is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28.

Property Insurance: The County shall maintain in force, at its expense the types and amounts of property insurance, including boiler and machinery insurance, as necessary to cover the full replacement value of the Sites. The County shall provide a copy of the Certificate of Insurance listing the Orioles as the additional insured. The property insurance shall insure against damage or destruction to any components of the Sites, providing "all risk" peril coverage, including coverage against hurricane, flood, sewer backup and earthquake. In the event of a loss or damage as described above, the County shall be responsible to retain a project manager to obtain an inspection and estimation of damages and repair and/or replacement costs to bring the Sites to their pre-loss condition in a timely and efficient manner. The County shall promptly report in a timely manner all claims and shall pay all deductibles in connection with such claim. Insurance proceeds recovered from submitted property damage claims for the Sites pursuant to this Section shall be placed in a joint escrow account and used to repair or rebuild the Sites and the County shall be obligated to promptly restore the Sites to its original or better condition. In the event that the insurance proceeds are insufficient to repair and restore the Sites to their previous pre-loss or substantially similar condition, the Orioles shall have no obligation to utilize its own funds to repair or restore the Sites. In the event the County determines that the Major League Site and/or the Minor League Site should not be repaired, the Orioles are entitled to immediate termination of this Agreement, and the Project Documents or any portion thereof (e.g. termination of the Major League Site but not the Minor League Site) without penalty. In the event the Orioles elect to terminate this Agreement and the Project Documents, there shall be an abatement of all monies due hereunder from the date of unavailability. The County, as applicable, shall be required to immediately notify its insurance carrier(s) in the event of any loss and shall promptly submit all claims, and all insurance proceeds of such policies paid for property damage to the Sites shall be for the benefit of the Sites and the Orioles and promptly applied to the repair, replacement and refurbishment and restoration of the Sites, and in accordance with the procedures established by the County and the Orioles and/or its designees for the initial construction of the Project, unless otherwise agreed upon by the County and the Orioles.

17. ENVIRONMENTAL.

17.1 The Major League Site has been used for Major League Spring Training for more than twenty (20) years. Portions of the Major League Site were used as a landfill and asphalt plant in the past. The Major League Site is the subject of a consent order between the City and the Florida Department of Environmental Protection. The Interlocal Agreement with the City obligates the City, as set forth in the consent order, to continue to perform its environmental monitoring, reporting and other requirements under applicable environmental laws, following transfer of title to the Sports Complex to the County. It is contemplated that the City will need to enter into an amendment to the consent order providing for the closeout of the consent order. If it is determined that the Major League Site cannot be used as depicted on the preliminary project plans or that the Site presents a potential hazard to the public's health and safety or if the State of Florida or any other governmental agency requires remediation efforts, then the Orioles and the

County shall discuss funding the remediation costs, and if no agreement is reached prior to commencement of construction on the Major League Site, the Orioles shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice to the County.

18. DISASTER PREPAREDNESS/SHELTER.

18.1 The Sites may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. In the event the County uses the Sites pursuant to this Section, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Sites and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow the Orioles full beneficial use of and to the Sites. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Sites for disaster purposes, and the County shall promptly clean up, repair and restore the Sites, all at no cost or liability to the Orioles. Notwithstanding anything in this Agreement to the contrary, the County shall be responsible for any liability arising out of or in connection with the County's (and its invitees) or the public's use of the Sites pursuant to this Section and the County agrees to indemnify, defend and hold the Orioles and its officers, directors, partners, employees, agents and representatives harmless in connection with such use of the Sites by the County (and its invitees) or the public.

19. TAXES; AVAILABILITY OF ADDITIONAL STATE FUNDS.

19.1 The County represents that (1) it shall acquire from the City and shall continue to have throughout the Term, all ownership interests in the Major League Site, (2) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Minor League Site, (3) as such, has the full authority to grant the Orioles the rights provided hereunder, and (4) this Agreement has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Sarasota County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest to be held by the Orioles pursuant to the Lease shall be immune from Property Taxes, including ad valorem taxation for long as such constitutional immunity remains in effect.

19.2 For purposes of this Agreement, "Property Taxes" shall mean all ad valorem taxes, real estate taxes and assessments or payments in lieu of real estate taxes which are levied against the Lease and/or the Sites (and any improvements thereon), including all general and special taxes levied by the County, the City or any political subdivision or taxing authority of the County or the City or the State of Florida, including but not limited to school districts, or transit authorities, so long as such tax is based upon or measured by the valuation of the land, the improvements (including the Project), or any of their respective leasing arrangements.

19.3 If the Orioles and/or its designees may be eligible for any tax benefits, exemptions, abatements, credits, grants or other refunds the County shall cooperate with the Orioles in pursuing such.

19.4 The County and the Orioles shall each use their best efforts to obtain additional funds from the State of Florida, authorized for the use of spring training facilities construction or renovation, for economic development, tourism, disaster relief or staging, hurricane hardening purposes and/or any other purpose that can be made available for the Sites in connection with the Orioles' use and occupancy thereof and to dedicate such additional funds to the Capital Repair and Improvements Fund.

20. FORCE MAJEURE.

20.1 Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or the Project Documents or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any "Force Majeure". For purposes of this Agreement, a "Force Majeure" shall mean and include without limitation, any fire, flood, explosion, damage by third parties whether negligently or intentionally caused, acts of God or Nature or other casualties, strikes (including, without limitation, any strike by the Major League Baseball Players Association), lockouts (including, without limitation, any lockout by the League), work stoppages, picketing or other concerted action by any employees or any labor organization, national emergency or state of war, the laws or actions of any governmental authority, or any other event or cause that is beyond the control of the Parties. Notwithstanding anything contained in this provision, a strike by the MLBPA or lockout by the League will not be a Force Majeure event with respect to the Project Development Agreement.

Without limiting any remedies available at law or in equity, in the event the purposes of this Agreement and/or the Project Documents are frustrated as a result of the actions, rulings, determinations, findings, orders, judgments or directives of any state or federal or other governmental agency or as a result of the actions of third parties in connection with, relating to, or arising from, the existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of: (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, and/or (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street (the "Major League Site") which may cause (i) substantial and material delay to the Project, (ii) substantial and material additional costs to the Project, (iii) substantially and materially restrict or prohibit the Project or its substantial completion or (iv) in any other way substantially and materially frustrates the purposes of this Agreement and/or the Project Documents, then the Orioles and the County shall discuss such situation, and if no mutually acceptable agreement is reached between the Parties to resolve the situation, then either Party shall have the right to terminate this Agreement and the Project Documents upon thirty (30) days written notice to the other Party; provided that, any Party may submit this matter to binding arbitration, which arbitration must be requested, conducted and fully concluded within sixty (60) days of the written notice of termination, solely as to the issue of whether that Party's termination was reasonable under the facts and circumstances, including the purposes of this Agreement and the Project Documents and based upon the delay, additional costs, restriction or prohibition as expressed in this Section.

20.2 If as a result of any Force Majeure the Sites are unavailable for Spring Training in any of the years during the Term, this Agreement and the Project Documents shall be regarded as suspended for the period of unavailability without liability to either Party so long as the period of unavailability is no more than two (2) consecutive Spring Training Periods during the Term. If the Sites shall be unavailable for two (2) consecutive Spring Training Periods during the Term, the Orioles shall have the right to terminate this Agreement and the Project Documents without any further liability to the County. To the extent that the Sites are unavailable for a Spring Training Period, the County shall use its best efforts to assist the Orioles in securing, at no cost to the Orioles, suitable facilities in the County to conduct its Spring Training Operations. If no suitable facilities are available, in the Orioles' sole discretion, the Orioles may locate its Spring Training Operations at facilities outside the County and the Orioles shall be relieved of all obligations under this Agreement and the Project Documents for such period.

21. DEFAULT, REMEDIES AND TERMINATION.

21.1 If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement or any of the Project Documents, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

21.1.1 Where a grace period is specifically provided, that specific grace period shall apply.

21.1.2 Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five (5) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

21.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 21.2 below.

21.2. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation to cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent ("the Default Rate").

21.3 County Termination. The County may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the Orioles of any of the following events (collectively hereinafter referred to as the "Orioles Defaults"):

21.3.1 If the Orioles desert or vacate one or both of the Sites;

21.3.2 If, by order of a competent authority, a receiver, liquidator or trustee of the Orioles shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority the Orioles shall be adjudicated or determined to be bankrupt or insolvent, or if the Orioles shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.3.3 If the Orioles fail to make any payments to the County pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided however, the Orioles shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.3.4 If the Orioles breach any material provision, agreement or obligation under this Agreement or any of the Project Documents, that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the County, and the Orioles diligently pursue such cure, the Orioles shall be allowed such agreed upon time period to cure such Default.

21.4 Orioles Termination. In addition to the termination rights contained elsewhere in this Agreement, the Orioles may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the County of any of the following events (collectively hereinafter referred to as the "County Defaults"):

21.4.1 If, by order of a competent authority, a receiver, liquidator or trustee of the County shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the County shall be adjudicated or determined to be bankrupt or insolvent, or if the County shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.4.2 If the County fails to make any required payments or deposits to the Governmental Project Fund, Construction Fund Account or the Capital Repair and Improvements Fund or fails to make any payments to the Orioles pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided, however, the County shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.4.3 If the County breaches any material provision, agreement or obligation under this Agreement or any of the Project Documents that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the Orioles, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such Default.

21.5 **Cumulative Rights.** The remedies heretofore described in this Section 21 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of a Default, including without limitation:

21.5.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

21.5.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

21.5.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

21.6 **Injunctive Relief.** Without limiting any other remedies of the County on account of a Default by the Orioles available in accordance with Section 23 of this Agreement, the County will be irreparably harmed if the Orioles violate the Lease by the transfer, move or other relocation of the Orioles' spring training activities to locations other than the Sites during the Term otherwise than as provided or permitted by this Agreement or the Project Documents. Accordingly, the Orioles hereby agree that in the event of such a violation or threatened violation of the Lease, the County shall be entitled to seek and obtain a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any such violation or threatened violation. The Orioles waive any requirement that the County post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of the Orioles' spring training activities to, or the playing of Home Games at, any location other than the Sites, the County is not able to obtain the injunctive relief provided for in this Section 21.6, the County shall be entitled, at its option, to seek monetary damages.

22. NOTICES.

22.1 All notices and other communications required or permitted to be given under this Agreement and the Project Documents shall be in writing, and shall be hand-delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:

If to the County: Sarasota County
 1660 Ringling Boulevard, 2nd Floor
 Sarasota, Florida 34236
 Attention: County Administrator
 Phone: 941-861-5000
 Facsimile: 941-
 countyadministrator@scgov.net

With a courtesy
copy to:

Stephen E. DeMarsh, County Attorney
Office of the County Attorney
1660 Ringling Boulevard, 2nd Floor
Sarasota, FL 34236
Phone: 941-861-7255
Facsimile: 941-861-7226
sdemarsh@scgov.net

If to the Orioles:

Baltimore Orioles Limited Partnership
333 West Camden Street
Baltimore, MD 21201
Attention: Peter G. Angelos
Phone: (410) 649-2000
Facsimile: (410) 659-1782

With a courtesy
copy to:

Rifkin, Livingston, Levitan & Silver, LLC
225 Duke of Gloucester Street
Annapolis, Maryland 21401
Attention: Alan M. Rifkin, Esq.
Phone: (410) 269-5066
Facsimile: (410) 269-5274
arifkin@rlls.com

or to such other address or telephone number as a Party may notify the other Party in writing. Notices hand-delivered in accordance with this provision shall be deemed to have been received on the date so hand-delivered, notices sent overnight delivery shall be deemed to have been received one (1) day after the date provided to such carrier, and notices sent via U.S. mail shall be deemed to have been received three (3) days after the date so mailed.

23. DISPUTE RESOLUTION.

23.1 The Parties acknowledge that their rights and responsibilities under this Agreement and the Project Documents involve coordination and cooperation with respect to the design, development and construction of, and capital repairs and improvements to, the Project. Accordingly, the Parties agree that it would be to their mutual benefit to establish a dispute resolution process to deal with any dispute arising out of this Agreement or the Project Documents.

23.2 The Parties agree to attempt to settle any dispute or controversy that may arise between the Parties regarding any provision or obligation set forth in this Agreement or the Project Documents by non binding mediation.

23.3 If the Parties are unable to resolve any dispute with respect to the design, development and construction of, and capital repairs or improvements to, the Project or with respect to the Parties' obligations to finalize and execute the Project Documents, the matter in

dispute shall be submitted to binding arbitration under the Arbitration Laws of the State of Florida (Chapter 682, Florida Statutes) in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. The venue of the arbitration may be in Sarasota County. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator. After all the evidence has been presented and the hearing has concluded, the Arbitrator(s) shall issue an award, in writing, within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

24. TRANSFER OF THE SITES.

24.1 The County represents, warrants and covenants that no part of the Sites will be sold, assigned or transferred by the County during the Term and the County shall not take (or refrain from taking) any action to restrict or condition, and shall not be permitted to sell or otherwise transfer, any portion of the Sites to any unaffiliated third party, without the prior written approval of the Orioles, which may be granted or withheld in the Orioles’ sole discretion. If the Orioles approve the sale or transfer of any portion of the Sites, such County purchaser and/or transferee shall be obligated to perform in accordance with the terms of this Agreement and the Project Documents, including all the obligations, duties and responsibilities of the County contained therein, and such purchaser and/or transferee shall explicitly assume in writing all such obligations, duties and responsibilities. Further, if at any time during the Term, with the prior written approval of the Orioles, the County offers to sell the Sites, or any portion thereof, to an unaffiliated third party, the Orioles shall have a right of first refusal to purchase the Sites, or portion thereof at the price acceptable to such unaffiliated third party.

25. CONDITIONS TO THE EFFECTIVENESS OF THIS AGREEMENT.

25.1 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the certification by the State of Florida of the Sites as a retained spring training facility for which funding under Section 288.1162FS has been approved and all necessary funds under the aforementioned Florida statutes are committed by the State Office of Tourism, Trade and Economic Development (“OTTED”) to be released or continue to be released to the City for the benefit of the Project. All approvals and commitments as to the funding or continuation of funding under this Section shall be confirmed in writing by OTTED within seven (7) days after the satisfaction of all conditions set forth in the OTTED letter dated July 17, 2009 to the Sarasota County Commission Chairman as a condition precedent to the effectiveness of this Agreement.

25.2 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties from the City of an environmental indemnity in form and substance satisfactory to the Parties within seven (7) days after the date of this Agreement.

26. MISCELLANEOUS.

26.1 Amendments. This Agreement may not be changed, modified, or discharged orally, but only by an instrument in writing signed by the Parties.

26.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and each of their respective successors. The Parties by executing this Agreement represent and warrant to each other that they have the full authority to enter into this Agreement and to bind such Parties to its terms and conditions.

26.3 Conflicting Agreements. Each Party represents and warrants to the other Party that the execution of this Agreement and the performance of its obligations hereunder will not breach or be in conflict with any other agreement to which it may be a Party or may be bound.

26.4 Construction. The Parties hereby acknowledge that this Agreement is the product of negotiation between the Parties and/or their respective legal counsel and that no provision of this Agreement shall be construed against a Party solely because that Party or that Party's counsel drafted such provision.

26.5 Exhibits; Headings. The Exhibits attached hereto are substantive parts hereof; headings of the Sections of this Agreement are for convenience of reference only and are not substantive parts hereof.

26.6 Further Actions of the Parties. Immediately upon the execution of this Agreement, the Parties shall take all action necessary to effectuate the purposes of this Agreement, and shall commence good faith negotiations to draft and, where appropriate, execute the Project Documents which implement the transaction(s) contemplated by this Agreement. In addition, and without limiting the foregoing, the County shall take any action necessary under the Interlocal Agreement(s).

26.7 Covenant Re: Negotiations. Upon the mutual execution and delivery of this Agreement and the satisfaction of any condition precedents to this Agreement, the Orioles will refrain from any further negotiations with any other jurisdiction for the location of the Orioles' long term Spring Training Operations. Pursuant to the terms and conditions of this Agreement, the Orioles shall notify the County on or before October 31, 2009 as to whether the Orioles will conduct its Spring Training Operations in 2010 at the Sites. The Orioles may, without violating this covenant in making such determinations, have discussions with its current landlord in Fort Lauderdale, Florida with regard to the Orioles' existing leasing arrangements, including the winding down of such arrangement. In the event that the City of Fort Lauderdale asserts a claim against the County arising from the execution of this Agreement, the Orioles agree to reimburse the County for any actual out-of-pocket costs, fees or expenses, judgments or awards, as a direct result of such claim by the City of Fort Lauderdale.

26.8 Governing Law. This Agreement is entered into in, and shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without reference to principles of conflicts of laws.

26.9 Integrated Agreement. This Agreement represents the full, complete, entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and negotiations with respect to the subject matter hereof.

26.10 No Joint Venture. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the Parties.

26.11 No Waiver. The failure of either Party to object to, or to take affirmative action with respect to, any conduct of the other Party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that Party's rights for such breach or as a waiver of remedies for future breaches by the other Party.

26.12 Orioles' Full and Beneficial Use of the Sites. As provided for in this Agreement, the "Orioles' full and beneficial use of the Sites" shall mean all lawful uses of the Sites subject to the terms and conditions of this Agreement.

26.13 Rights Unique. The Parties acknowledge that each Party's rights and obligations hereunder, including but not limited to intellectual property assets (but other than the payment of money) are special, unique, extraordinary and impossible of replacement, which gives them a peculiar value, the loss of which could not be reasonably or adequately compensated in damages in an action at law, and that either Party's failure or refusal to perform its obligations hereunder would cause the other Party loss and damages. Except as permitted and otherwise provided for in this Agreement, if either Party fails or refuses to perform such obligations, the other Party shall be entitled to seek injunctive or other equitable relief against it, including temporary relief prior to a time at which a preliminary hearing may be held, by a court of competent jurisdiction to prevent the continuance of such failure or refusal or to prevent the breaching Party from granting rights to others in violation of this Agreement. The Parties waive any requirement that the other Party post a bond or other security in connection with such injunctive relief. In the event a Party is not able to obtain the injunctive relief provided for in this Section, such Party shall be entitled, at its option, to seek monetary damages.

26.14 Mutual Indemnification. The Orioles shall indemnify, defend and hold the County and County's agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the County in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the property of the County) arising out of or occurring during Spring Training games or Orioles' events or the Orioles' occupancy, management or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the County, the County's agents or County's contractors or subcontractors. The County shall indemnify, defend and hold the Orioles and Orioles' agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the Orioles in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the personal property of

the Orioles) arising out of or occurring during County civic-oriented, non-profit events, or County-authorized use or events for the County's occupancy, capital repair or improvement or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the Orioles, the Orioles' agents or Orioles' contractors or subcontractors.

26.15 Severability. The parties hereto agree that to the extent that any provision or portion of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law.

26.16 Taxes; Recordation. The Orioles shall not be responsible for any fees, taxes (including but not limited to transfer taxes) or expenses in connection with the recordation of this Agreement or any of the Project Documents.

26.17 Time. Time is of the essence with regard to the Parties' obligations under this Agreement.

26.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

26.19 Orioles Assignment. The Orioles shall not sell, assign or otherwise transfer all or any portion of its interest in this Agreement or the Project Documents without first obtaining the consent of the County; provided, however, that (i) the Orioles shall have the right, without consent, to sublease or transfer its rights and/or obligations, in whole or in part, under this Agreement and the Project Documents, including in furtherance of Section 14 of this Agreement, to any person or entity, provided that the Orioles shall remain liable for its obligations under this Agreement and the Project Documents, including, but not limited to, the playing of the Orioles' Spring Training games at the Sites as provided herein and (ii) the Orioles shall have the right, without consent, to transfer all of its rights and/or obligations, in whole or in part, under this Agreement or the Project Documents to any person or entity that shall thereafter own the Major League Baseball franchise now held by the Orioles on the condition that such transferee shall assume the obligations of the Orioles set forth in this Agreement and the Project Documents and on the further condition that Major League Baseball approves the transfer of the Orioles Major League Baseball franchise to such transferee.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

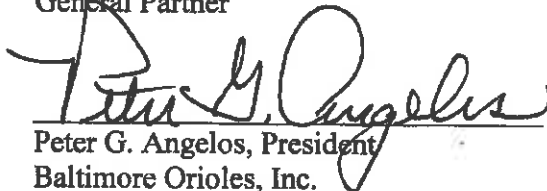
WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA

By:
Its:
Date:

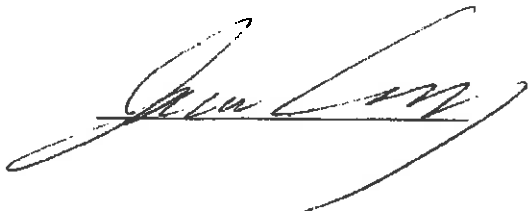
BALTIMORE ORIOLES LIMITED
PARTNERSHIP

By: Baltimore Orioles, Inc., its
General Partner



By: Peter G. Angelos, President
Baltimore Orioles, Inc.

Date: 7/22/09

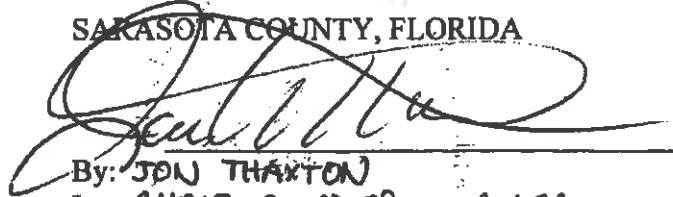


- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA



By: JON THAXTON
Its: CHAIR, BOARD OF COUNTY COMMISSIONERS
Date: 7/22/09

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: 
Deputy Clerk

BALTIMORE ORIOLES LIMITED PARTNERSHIP

Approved as to form and correctness:
By: 
County Attorney

By: Baltimore Orioles, Inc., its General Partner

By: 
Peter G. Angelos, President
Baltimore Orioles, Inc.
Date:

- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

**Economic Impacts of the
Spring Training Facility**



The estimated economic impact to Sarasota County is as follows:

	July 1, 2014 -	Project
	June 30, 2015	To Date
Jobs Created	1,071.9	2,577.3
Jobs Created have total compensation of	\$25,755,992	\$66,285,996
Total Economic Output in Sarasota County	\$81,724,176	\$215,809,466

Economic Impacts of the Spring Training Facility

The attendees are separated into four category types:

- **Non-Local:** This indicates a visiting party from outside of Sarasota County
- **Local:** This includes all Sarasota County residents
- **Team:** This represents the amount of cash outlay (expenditures) by the Orioles themselves
- **Other:** This represents capital expenditures by the County for the Stadium itself

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 31,278,878	\$ 11,734,262	\$ 15,114,976	\$ 58,128,116	1.9
Local	\$ 2,046,474	\$ 763,142	\$ 1,031,159	\$ 3,840,775	1.9
Team	\$ 10,835,877	\$ 5,478,694	\$ 3,306,299	\$ 19,620,870	1.8
Other	\$ 65,575	\$ 38,051	\$ 30,789	\$ 134,415	2.0
	\$ 44,226,804	\$ 18,014,149	\$ 19,483,223	\$ 81,724,176	1.8



August 6, 2015

John Lege, CGFO
Finance Director
City of Sarasota, Florida
1565 1st Street
Sarasota, FL 34236

Mr. Lege:

Per your request, this letter serves as notice that the conditions set forth in 2009 by the Office of Tourism, Trade and Economic Development (OTTED) continue to be satisfied by Sarasota County.

Attached is correspondence relating to the original response to the conditions and documentation of Sarasota County's status with regard to the construction activities on the Ed Smith Stadium site.

Sincerely,

Steve Botelho
Assistant County Administration / Chief Financial Management Officer

Attachments:
County Expenditures
Cost-Benefit Analysis of Spring Training

Cc: David Flatt

Office of Financial Management
1660 Ringling Boulevard ♦ Sarasota, FL 34236



CHARLIE CRIST
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-488-7146
850-487-0801 fax

July 17, 2009

Chairman Jon Thaxton
Sarasota County Commission
1660 Ringling Boulevard
Sarasota, FL 34236

Dear Chairman Thaxton:

Recent discussions with the Office of Tourism, Trade, and Economic Development (OTTED) have surrounded the departure of the Cincinnati Reds. We understand that the City of Sarasota and Sarasota County are working to preserve Spring Training in their area by negotiating an arrangement with the Baltimore Orioles. I have reviewed this issue carefully, and taking into account the intent of the Legislature, have determined that these funds may be used for a retained spring training facility in Sarasota, if the following conditions are met to OTTED's satisfaction:

1. An official letter in accordance with section 288.1162(5)(d), Florida Statutes, from the City of Fort Lauderdale acknowledging the Baltimore Orioles are relocating to Sarasota from their spring training location in Fort Lauderdale; See pages 4 and 5 of this Exhibit 4
2. A signed agreement, in accordance with section 288.1162(5)(b)2, Florida Statutes, between Sarasota and Baltimore Orioles for a retained spring training franchise; See page 3 of this Exhibit 4 and attached Exhibit 2
3. Documentation of the local match for at least 50 percent funds to be used for the spring training facility as required by section 288.1162(5)(b)3, Florida Statutes; and See attached Exhibit 1 detailing all funds expended on project
4. Written agreement from Sarasota that the state funds will only be used for the renovation or expansion of the Ed Smith stadium complex and corresponding major league operations. See pages 1 and 6 of this Exhibit 4

Once all these documents have been provided to my office and deemed satisfactory to OTTED, I will issue a final letter of approval for continuing release of the funds. Please feel free to contact me at (850) 487-2568 with any questions.

Sincerely,

Dale A. Brill, Ph.D.
Director
Office of Tourism, Trade and Economic Development

2009000196

Office of the County Attorney

County Attorney
Stephen E. DeMarsh



Assistant County Attorneys
Scott T. Bossard
Milan Brkich
Maria D. Korn***
David M. Pearce
Alan W. Roddy*
Karl A. Senkow
Thomas R. Wolfe

Deputy County Attorneys
Kathleen F. Schneider*
Frederick J. Elbrecht**

*Board Certified City, County
and Local Government Law
**Board Certified Civil Trial Law

***Board Certified Labor and
Employment Law

September 11, 2009

Dale A. Brill, Ph.D.
Director
Office of Tourism, Trade and Economic Development
The Capitol
Tallahassee, FL 32399-0001

*e: Bullock
Dennard
9/11/09*

2009 SEP 11 P 2:23

SARASOTA COUNTY
GOVERNMENT
COUNTY ADMINISTRATOR

Dear Dr. Brill:

In answer to your inquiry, please be advised that the lease terms as set forth in the Spring Training Facility Memorandum of Understanding between Sarasota County, Florida and the Baltimore Orioles Limited Partnership dated July 22, 2009, constitute a binding lease agreement between the parties for a term of 30 years.

Sincerely,

Handwritten signature of Stephen E. DeMarsh.

Stephen E. DeMarsh, Esq.
County Attorney

Handwritten signature of Alan M. Rifkin.

Alan M. Rifkin, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
Attorney for the Baltimore Orioles

Copies to: James L. Ley, County Administrator
Michelle R. Dennard, Esq., OTTED
Robert J. Bartolotta, City Manager, City of Sarasota

Jenny Yarabek

From: David Bullock
Sent: Wednesday, September 02, 2009 12:52 PM
To: Jenny Yarabek
Subject: FW: City of Fort Lauderdale's Acknowledgement of Termination
Attachments: 09-02-09 Letter from Ft Lauderdale Acknowledging Termination.pdf

fyi

From: Alan M. Rifkin [mailto:ARifkin@rlls.com]
Sent: Wednesday, September 02, 2009 12:46 PM
To: Michelle Dennard (michelle.dennard@eog.myflorida.com)
Cc: John P. Angelos (jangelos@orioles.com); Stephen E. DeMarsh; David Bullock
Subject: City of Fort Lauderdale's Acknowledgement of Termination

Michelle,

Attached please find the City of Fort Lauderdale's acknowledgement of the Orioles' termination of the new stadium facility use agreement dated December 28, 2006 from City Manager George Gretsas.

Alan

*Alan M. Rifkin, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
225 Duke of Gloucester Street
Annapolis, MD 21401
(410) 269-5066
(410) 269-5274 (fax)
www.rlls.com*

CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

CONFIDENTIALITY NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe you have received this communication in error, please do not print, copy, retransmit, disseminate or otherwise use the information. Also, please indicate to the sender that you have received this message in error and delete the copy you received. Thank you.



CITY OF
FORT LAUDERDALE

Venice of America

Via Email, Facsimile and Regular Mail

September 2, 2009

Alan M. Rifkin, Esq.
Baltimore Orioles
Rifkin, Livingston, Levitan & Silver, LLC
225 Duke of Gloucester Street
Annapolis, MD 21401

Dear Mr. Rifkin:

On September 1, 2009, the City of Fort Lauderdale City Commission, by motion, acknowledged that the Orioles have terminated the Facility Use Agreement, dated December 28, 2006, by and between the City and the Orioles.

Very truly yours,

A handwritten signature in black ink, appearing to read "George Gretsas", written over a faint, larger version of the same signature.

George Gretsas
City Manager

cc: John Angelos
Alan Koslow, Esq.
Harry Stewart, City Attorney
Cate McCaffrey, Business Enterprises





SARASOTA COUNTY

"Dedicated to Quality Service"

July 23, 2009

Dale A. Brill, Ph.D.
Director
Office of Tourism, Trade and Economic Development
The Capitol
Tallahassee, FL 32399-0001

Dear Dr. Brill:

On July 22, 2009, the Sarasota County Commission approved a Memorandum of Understanding with the Baltimore Orioles to move the team to Sarasota County for spring training. Sarasota County will be providing funds in the amount of \$23.7 million to the spring training facility project which will include the renovation of the Ed Smith Stadium Complex and renovation of facilities at the minor league site at Twin Lakes Park. This will confirm that state funds will only be used for the renovation or expansion of the Ed Smith Stadium Complex and corresponding major league operations.

Sincerely,



James L. Ley
County Administrator

Copies to: Alan M. Rifkin, Esq., Counsel for the Baltimore Orioles
Stephen E. DeMarsh, Esq., County Attorney
Michelle R. Dennard, Esq., OTTED
Robert J. Bartolotta, City Manager, City of Sarasota

**Indian River County
(Los Angeles Dodgers)**

INDIAN RIVER COUNTY ANNUAL REPORT ON STATE SPRING TRAINING FUNDS

Dated: August 25, 2015

Indian River County is submitting its annual report to the Florida Department of Economic Opportunity in accordance with Florida Statute, Section 288.11631. Please find the requested information enclosed:

1. *A detailed report on all local and state funds expended to date on the project being financed under Section 288.11631, F.S.*

Attached is a detailed report of expenditures (**Attachment #1**) of the bond proceeds of the \$16,810,000 Indian River County, Florida, Revenue Bonds, (Spring Training Facility) Series 2001. Also please see a copy of the official statement for this bond issue (**Attachment #2**). These bonds are secured in part by the "Retained Spring Training Franchise" funds ("State Funds"). The original annual debt service for these bonds was \$1,221,333. The "State Funds" originally supported \$500,000 (40.9%) and local funds supported the remainder \$721,333 (59.1%). The annual debt service has dropped to about \$865,000 since a portion of the bond was paid off in 2013 with local funds.

Based on the portion of debt supported by the annual \$500,000 from the State of Florida, approximately \$6.9 million of the initial acquisition and construction costs (\$19 million) were funded by the "State Funds". The entire proceeds of the bond issue were expended by 2006. Additionally the County has continued to spend local funds since the bond issue was fully expended (See **Attachment #1A**). Total expenditures for this project now stand at approximately \$24.4 million.

2. *A copy of the contract between the certified local governmental entity and the spring training team.*

Please find a copy of the "Memorandum of Understanding" between the Los Angeles Dodgers, Inc. and the County entered into on August 9, 2000 (**Attachment #3**). Also, please find the Facility Lease Agreement between the Dodgers and Indian River County, entered into on September 1, 2000 (**Attachment #3A**), as well as the First, Second, Third, Fourth and Fifth Amendment to Facility Lease Agreement (**Attachments #3B, #3C, #3D, #3E and #3F**).

Further, the Certification of Indian River County as an authorized facility for a retained spring training facility pursuant to Section 228.1162, Florida Statutes, approved by OTTED on January 1, 2001, has been attached as well (**Attachment #4**).

3. *A cost-benefit analysis of the team's impact on the community*

Attached is a copy of the Economic Impact Report from the Treasure Coast Sports Commission for the 2015 Historic Dodgertown College and High School Spring Training held January 15, 2015 through April 25, 2015 (**Attachment #5**). This event resulted in 12,459 room nights in Indian River County, with an estimated \$4.6 million economic impact. It should be noted that Historic Dodgertown has activity throughout the year, not just during spring training. The total economic impact of this facility is shown in the attached report titled, "Economic Impact Study of the Vero Beach Sports Village on Indian River County" prepared by the Treasure Coast Sports Commission (**Attachment #5A**).

Also included is a copy of the "Economic Impact of Tourism" completed by the Center for Tourism Research & Development in December 2001 (**Attachment #5B**). This study estimated the total economic impact of Spring Training at Dodgertown at approximately \$119 million per year.

4. *Evidence that the certified governmental entity continues to meet the criteria in effect when the applicant was certified.*

As stated above, Indian River County entered into a Memorandum of Understanding (MOU) and a Facility Lease Agreement with the Dodgers in 2000. The MOU provided that the County would purchase the stadium from the Dodgers for \$10 million and provide \$7 million for the expansion and renovation of the facility. The Series 2001 Spring Training Facility Bonds were issued to finance the acquisition and improvements. This bond issue was secured partially by pledging the annual \$500,000 payments received in accordance with Section 121.20, Florida Statutes, through 2031. Several years later, the Dodgers terminated the lease agreement with Indian River County. Since that time, the County has entered into an agreement with Verotown (previously Minor League Baseball) to operate the facility. Please note, this agreement entered into on May 1, 2009, and as amended later, explicitly contemplates that Verotown will allow for and assist Indian River County in securing Spring Training opportunities at the facility (see **Attachment #6**). This agreement states, "Verotown (previously MiLB) acknowledges the community's desire to host, and agrees to promote the use of the Facility for Major League Baseball spring training activities and game events. Verotown agrees to negotiate with any Team expressing an interest in conducting spring training activities or game events at the Facility and will use its best efforts to enter into a sub lease or other use arrangement on such terms and conditions as Verotown deems commercially reasonable or feasible. Any such use by a Team shall require prompt review and approval by the County Administrator, which shall not be unreasonably withheld. In the event such approval is not timely forthcoming or otherwise withheld, Verotown may seek approval from the County Commission."

Please note, Section 288.11621(5)(f) states, “A local government as defined in s.218.369 may not be decertified by the department if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not preclude or restrict the ability of a certified local government to refinance, refund, or defease such bonds.”

As shown in Attachments #3, and #4, the County was certified as a retained spring training facility on January 1, 2001. Further, Attachment #2 is the official statement for bonds issued for the acquisition, construction, and renovation of Dodgertown. This issue pledged the retained spring training facility funds for a period of thirty years beginning on February 28, 2001.

Subsequently, Indian River County pledged the “State Funds” for the payment of debt service on bonds issued for the acquisition, construction, and renovation of this facility. This scenario is contemplated within Section 288.11621(5)(f) as recently amended. Per Section 288.11621(5)(f), the County “may not be decertified by the department” based upon the information provided herein.

Jason E. Brown
Director, Management & Budget
Indian River County Board of County Commissioners

DODGERTOWN CAPITAL IMPROVEMENTS

Detail of Payments

Beginning Balance	\$17,000,000.00
--------------------------	------------------------

Fiscal Year 2001/02 Expenditures	Check Number	Date	Amount
Purchase Facility			\$10,000,354.00
HOK Design + Build Inc.	AJ 221255	10/25/2002	\$416,626.26
HOK Design + Build Inc.	321670	4/17/2002	\$67,470.89
Los Angeles Dodgers	321700	4/17/2002	\$235,394.77
HOK Design + Build Inc.	323032	5/8/2002	\$111,072.78
HOK Design + Build Inc.	324746	6/4/2002	\$55,662.49
Detail Turf Incorporated	325886	6/24/2002	\$16,475.80
HOK Design + Build Inc.	325948	6/26/2002	\$75,420.85
HOK Design + Build Inc.	328309	8/6/2002	\$132,784.86
HOK Design + Build Inc.	329503	8/26/2002	\$544,108.75
HOK Design + Build Inc.	331733	10/9/2002	\$517,491.49

Total - FY 2001/02 Expenditures:	\$12,172,862.94
---	------------------------

Fiscal Year 2002/03 Expenditures	Check Number	Date	Amount
HOK Design + Build Inc.	103304	12/5/2002	\$524,609.91
HOK Design + Build Inc.	105252	1/9/2003	\$758,659.88
HOK Design + Build Inc.	106989	2/6/2003	\$616,949.24
Los Angeles Dodgers	107435	2/13/2003	\$340,408.26
HOK Design + Build Inc.	109102	3/13/2003	\$736,603.59
HOK Design + Build Inc.	111843	4/24/2003	\$88,005.73
Los Angeles Dodgers	112274	5/1/2003	\$525,572.85
Los Angeles Dodgers	114042	5/29/2003	\$330,682.19
HOK Design + Build Inc.	116092	7/2/2003	\$99,041.36
Los Angeles Dodgers	116597	7/10/2003	\$95,278.59
Los Angeles Dodgers	118764	8/14/2003	\$14,933.54

Total - FY 2002/03 Expenditures:	\$4,130,745.14
---	-----------------------

Fiscal Year 2003/04 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	128156	1/21/2004	\$11,363.08
Los Angeles Dodgers	130555	3/4/2004	\$49,761.72
Los Angeles Dodgers	133803	4/19/2004	\$6,109.69
Los Angeles Dodgers	133803	4/19/2004	\$5,381.91
Los Angeles Dodgers	137108	6/17/2004	\$19,351.34
Los Angeles Dodgers	137463	6/23/2004	\$1,905.80
Los Angeles Dodgers	138717	7/14/2004	\$13,986.81
Los Angeles Dodgers	140973	8/18/2004	\$9,055.00
Los Angeles Dodgers	144681	10/28/2004	\$4,483.39

Total- FY2003/04 Expenditures	\$121,398.74
--------------------------------------	---------------------

Fiscal Year 2004/05 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	155656	5/11/2005	\$42,575.30
PY Expense		9/30/2005	\$48,297.84
PY Expense		9/30/2005	\$7,405.76
Total- FY2004/05 Expenditures			\$98,278.90

Fiscal Year 2005/06 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	168697	12/22/2005	\$40,789.22
Los Angeles Dodgers	169752	1/11/2006	\$5,038.89
Los Angeles Dodgers	171102	2/9/2006	\$40,403.33
Los Angeles Dodgers	174131	3/30/2006	\$54,079.26
Los Angeles Dodgers	174949	4/13/2006	\$135,893.06
Los Angeles Dodgers	176989	5/18/2006	\$41,033.23
Los Angeles Dodgers	179773	7/13/2006	\$1,072.43
Los Angeles Dodgers	179773	7/13/2006	\$69,003.94
Los Angeles Dodgers	181032	8/3/2006	\$4,890.59
Los Angeles Dodgers	184076	9/28/2006	\$28,222.24
Los Angeles Dodgers	184780	10/12/2006	\$64,990.64
Total- FY2005/06 Expenditures			\$485,416.83

Grand Total-Expenditures			\$17,008,702.55
---------------------------------	--	--	------------------------

Dodgertown/ Vero Beach Sports Village Total Committed County From Inception (2001) through July 31, 2015

	State Funding	Local Funding	Total Expended @ 7/31/15
Dodger Agreement Costs			
Original Acquisition of Land and Facilities ⁽¹⁾	\$6,900,000	\$3,100,000	\$10,000,000
Capital Improvement Funds ⁽¹⁾	\$0	\$7,000,000	\$7,000,000
Total Acquisition Costs	\$6,900,000	\$10,100,000	\$17,000,000
Capital Reserve Account ⁽²⁾	\$0	\$2,000,000	\$2,000,000
Capital Reserve Account ^(2a)	\$0	\$338,624	\$338,624
Total Costs - Dodger Agreement	\$6,900,000	\$12,438,624	\$19,338,624
MiLB Agreement Costs			
Facility rebranding	\$0	\$100,000	\$100,000
Tourism promotion ⁽³⁾	\$0	\$282,105	\$282,105
Operating reimbursement for May 2009 - Dec. 2009	\$0	\$741,935	\$741,935
Field lighting - 2 fields to AAA standard	\$0	\$693,724	\$693,724
Build four-field cloverleaf youth-dimensioned fields	\$0	\$2,407,395	\$2,407,395
Build one soccer field on property (included above)	\$0	\$0	\$0
Convert 2 half-fields to youth dimensioned fields	\$0	\$0	\$0
Renovation of 66 hotel rooms	\$0	\$625,702	\$625,702
Total Costs - MiLB Agreement	\$0	\$4,850,861	\$4,850,861
County Operating Costs			
Operating expenses from January 2009 - May 2009	\$0	\$203,707	\$203,707
Total All Costs - Dodgertown/VBSV	\$6,900,000	\$17,493,192	\$24,393,192

(1) Original Acquisition and capital improvements costs totaling \$17 million were funded through the Series 2001 - Spring Training Facility Bonds. These bonds are secured by a portion of Half-Cent Sales Tax, the Fourth Cent Local Option Sales Tax, and State funds of \$500,000 per year for a 30-year period. Based on the portion of debt supported by the annual contribution from the State, approximately \$6.9 million of the initial acquisition and construction costs were funded by the State funds.

(2) The Capital Reserve Account was jointly funded by the City and the County for the acquisition from the Dodgers in 2001. The City contributed \$1.4 million and the County contributed \$600,000 to this fund. A \$2 million Capital Reserve Account was approved at the inception of the agreement with MiLB as well. The balance of this account was expended in April 2014.

(2a) Beginning with the first renewal term of the Capital Reserve Agreement, the County shall deposit \$250,000 per Lease Year into the Capital Reserve Account as a means of supplementing the Capital Reserve Account balance.

(3) The agreement with MiLB includes funding for tourism promotion. Funding for each year of the agreement is as follows; \$50,000 first year, \$55,000 second year, \$60,500 third year, \$66,550 fourth year, and \$75,000 fifth year and each subsequent lease year during any renewal term.

NEW ISSUE - BOOK-ENTRY ONLY

Rating: Standard & Poor's: AAA
 Fitch: AAA
 (Financial Guaranty Insured)
 See "RATINGS" herein

In the opinion of Bond Counsel, assuming continuing compliance by the County with certain covenants to comply with provisions of the Internal Revenue Code of 1986, as amended, interest on the Series 2001 Bonds is excluded from gross income for purposes of federal income taxation and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under existing statutes, regulations and judicial decisions; although it should be noted that in the case of corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for purposes of such alternative minimum tax. Furthermore, in the opinion of Bond Counsel, the Series 2001 Bonds and the income therefrom are exempt from taxation under the laws of the State of Florida, except as to Florida estate taxes imposed by Chapter 198, Florida Statutes, as amended and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. See "TAX EXEMPTION" herein for further information.

\$16,810,000
 INDIAN RIVER COUNTY, FLORIDA
 Revenue Bonds
 (Spring Training Facility)
 Series 2001

Dated: August 1, 2001


Due: April 1, as shown below

Indian River County, Florida (the "County") is issuing its Revenue Bonds (Spring Training Facility), Series 2001 (the "Series 2001 Bonds"), in fully registered form in denominations of \$5,000 principal amount or any integral multiples thereof. Interest on the Series 2001 Bonds is payable on April 1, 2002 and semiannually thereafter on each April 1 and October 1, by check or draft of First Union National Bank, Miami, Florida, the Bond Registrar and Paying Agent, made out and mailed to each registered owner thereof at the address as it appears on the registration books kept by the Bond Registrar on the 15th day of the month preceding the applicable interest payment date. Principal of the Series 2001 Bonds and any redemption premium will be payable upon presentation and surrender of the Series 2001 Bonds, when due, at the principal corporate trust office of the Paying Agent. The Series 2001 Bonds are subject to optional and mandatory redemption prior to maturity, as provided herein.

The Series 2001 Bonds are being issued by the County to provide funds, together with other available funds, to (i) finance a portion of the cost of the acquisition, construction, rehabilitation and equipping of a spring training facility known as "Dodgerstown"; (ii) pay a premium for a municipal bond insurance policy and a debt service reserve account surety bond, and (iii) pay certain costs and expenses incurred in connection with the issuance of the Series 2001 Bonds, all as more particularly described herein.

The Series 2001 Bonds are special, limited obligations of the County, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, in the manner provided in the Resolution. The Series 2001 Bonds do not constitute a general indebtedness of the County within the meaning of any constitutional, statutory or charter provision or limitation, and no Bondholder shall ever have the right to require or compel the exercise of the ad valorem taxing power of the County or taxation of any real or personal property therein for the payment of the principal of and interest on the Series 2001 Bonds or the making of any Debt Service Fund, reserve or other payments provided for in the Resolution.

Payment of the principal of and interest on the Series 2001 Bonds, when due, will be insured by a Municipal Bond New Issue Insurance Policy to be issued by Financial Guaranty Insurance Company simultaneously with the delivery of the Series 2001 Bonds. For a discussion of the terms and provisions of such policy, including the limitations thereof, see "MUNICIPAL BOND INSURANCE" herein.

 Financial Guaranty Insurance Company

FGIC is a registered service mark used by Financial Guaranty Insurance Company, a private company not affiliated with any U.S. Government agency.

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS
 Social Bonds

Maturity	Amount	Interest Rate	Yield	Maturity	Amount	Interest Rate	Yield
April 1 2002	\$360,000	3.50%	2.65%	2008	\$545,000	3.80%	3.88%
2003	460,000	3.50	3.00	2009	560,000	4.00	4.02
2004	475,000	3.50	3.13	2010	585,000	4.00	4.14
2005	490,000	3.30	3.33	2011	605,000	4.20	4.24
2006	505,000	3.40	3.51	2012	630,000	4.30	4.37
2007	520,000	3.60	3.70	2013	655,000	4.40	4.48

\$1,410,000 5.25% Term Bonds Due April 1, 2015 Yield: 4.65%
 \$1,555,000 5.25% Term Bonds Due April 1, 2017 Yield: 4.80%
 \$3,640,000 5.25% Term Bonds Due April 1, 2021 Yield: 4.95%
 \$2,085,000 5.00% Term Bonds Due April 1, 2027 Yield: 5.09%
 \$1,730,000 5.00% Term Bonds Due April 1, 2031 Yield: 5.12%

This cover contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2001 Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Bryant, Miller and Olive, P.A., Tallahassee, Florida, Bond Counsel to the County. Certain legal matters will be passed upon for the County by Paul G. Bangel, Esquire, County Attorney, and by its Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., Tampa, Florida. It is expected that the Series 2001 Bonds will be available for delivery in New York, New York, in definitive form on or about August 29, 2001.

 WILLIAM R. HOUGH & CO.

Hanifen, Imhoff
 Division of Stifel, Nicolaus
 & Company, Incorporated

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding, dated as of July 24, 2000, shall be effective as of the last signature date hereof, by and among Indian River County, Florida, a political subdivision of the State of Florida (the "County"), the City of Vero Beach, Florida, a municipal corporation (the "City"), Los Angeles Dodgers, Inc., a Delaware corporation, and Fox Baseball Holdings Incorporated, a Delaware corporation, the owner of record of the Land (collectively, the "Dodgers") and de Guardiola Development, Inc., a Florida corporation (the "Developer").

WITNESSETH

WHEREAS, Dodgers own and control the land consisting of approximately 64.03 acres described in Exhibit "A" hereto (the "Land"); and

WHEREAS, for over fifty years, the Dodgers have owned and operated the spring training and conference facility known as "Dodgertown," which is located on the Land and is comprised of Holman Stadium, an eighty-nine (89) unit hotel facility, a conference center with meeting and dining rooms, a clubhouse and weight room, in-door batting and pitching cages, four (4) full baseball practice fields, and two (2) half baseball practice fields (collectively, the "Existing Facilities"); and

WHEREAS, the Dodgers desire to sell the Land and Existing Facilities to the County, and, in conjunction with the Developer, to develop other land owned by the Dodgers within the municipal limits of the City into a mixed use town concept which will reflect the ambiance and tradition of Dodgertown; and

WHEREAS, the County intends to finance its obligations under the Real Estate Contract (as defined in Section 1(A), below) and the Development Agreement (as defined in Section 2(A), below), in part, by means of one or more series of revenue bonds to be issued by the County (the "Bonds"); and

WHEREAS, the parties now desire to identify the general terms and conditions pursuant to which they shall negotiate in good faith to draft and execute the various agreements whereby (1) the County shall acquire the Land and Existing Facilities from the Dodgers, (2) the County shall lease the acquired Land and Existing Facilities to the Dodgers, and (3) the Dodgers shall, on behalf of the County and at the County's cost and expense (as described in Section 3(B), below), improve and/or repair the Existing Facilities and/or replace the Existing Facilities with new improvements (the "Improvements").

NOW THEREFORE, the parties hereto agree as follows:

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

1296201

01 AUG 29 12:23

Prepared By:
Santiago Fernandez, Esq.
Senior Vice President & General Counsel
Los Angeles Dodgers, Inc.
1000 Elysian Park Avenue
Los Angeles, California 90012

Record and Return to:
Robert C. Reid, Esq.
Bryant, Miller & Olive, P.A.
201 South Monroe Street, Suite 500
Tallahassee, Florida 32301

COPY

FACILITY LEASE AGREEMENT

This FACILITY LEASE AGREEMENT ("Agreement") is made as of this 1st day of September, 2000, by and between Indian River County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Los Angeles Dodgers, Inc., a Delaware corporation (hereinafter referred to as the "Dodgers").

COPY

RECITALS

A. WHEREAS, the Dodgers own and operate the Major League Baseball team known as the "Los Angeles Dodgers" (the "Team"); and

B. WHEREAS, since 1949, the Dodgers have conducted the Team's spring training operations and played their spring training home games at the facility located in Vero Beach, Florida, and known generally as "Dodgertown" (the "Facility"); and

C. WHEREAS, the County and the City of Vero Beach recognize that the benefits to the local community of having the Team conduct its spring training operations at the Facility are unique and diverse, and include, but are not limited to, entertainment for the community, the creation of new jobs and increased employment opportunities, increased tourist trade and promotional opportunities, direct and indirect tax revenues, and the enhancement of the community's image; and

D. WHEREAS, because of the aforementioned benefits to the community, the County purchased the Facility pursuant to the Agreement for Sale and Purchase dated September 1, 2000, between the Dodgers and the County, and will incur the debt service specified in this Agreement to fund the Improvements contemplated herein and in the Development Agreement, which Improvements are specifically designed to accommodate the Team's spring training needs; and

OR 1426PG0567

Prepared by, record and return to:
 Office of the County Attorney
 1801 27th St., Vero Beach, FL 32960
 Telephone: 772.226.1424

2157035
 THIS DOCUMENT HAS BEEN
 RECORDED IN THE PUBLIC RECORDS
 OF INDIAN RIVER COUNTY FL
 BK: 2517 PG:588, Page 1 of 8
 08/11/2011 at 02:55 PM,

JEFFREY K BARTON, CLERK OF
 COURT

FIRST AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of the 1st day of June, 2011 to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Agreement").

WHEREAS, as of May 1, 2009, County and MiLB entered into the Agreement whereby County leased to MiLB the Land, the Facility and the FF&E, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, based upon further negotiations between the parties and with the City of Vero Beach, Florida ("COVB"), the parties desire to amend the Agreement with respect to the Land, the Parking Lease and the Parking Property, the Improvements, and other related matters.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Definitions. Except as set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Agreement.
3. Land. The definition of "Land" as set forth in section 1.02(q) is hereby amended, as follows: (a) the real property described on Exhibit A attached hereto is added to the definition of "Land" and is therefore subject to all terms and conditions of the Agreement, and (b) the real property described on Exhibit B attached hereto is removed from the definition of "Land" and is therefore no longer subject to the terms and conditions of the Agreement.
4. MiLB Events. All references in the Agreement to "Dodgers Events" are hereby changed to "Dodgertown Events," and new section 1.02(bb) is added as follows: "Dodgertown Events" shall mean any and all events and activities held on the premises of the Land and Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, MiLB or any third party using all or a portion of the Land and Facility with the consent of County or MiLB.

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

SECOND AMENDMENT TO FACILITY LEASE AGREEMENT

THIS SECOND AMENDMENT TO FACILITY LEASE AGREEMENT ("Second Amendment") is made and entered into as of the 1st day of January 2012, to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Facility Lease Agreement"), as amended by that certain First Amendment to Facility Lease Agreement, dated as of June 1, 2011 ("First Amendment") (the Facility Lease Agreement, First Amendment and this Second Amendment are collectively "Amended Facility Lease Agreement"). This Second Amendment is entered into by and among County, MiLB, Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown"), and National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation ("NAPBL").

WHEREAS, on or about May 1, 2009, County and MiLB entered into the Facility Lease Agreement whereby County leased to MiLB the Land, the Facility and the FF&E, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, on or about June 1, 2011, County and MiLB entered into the First Amendment addressing a land swap with the City of Vero Beach and certain improvements to the Facility; and

WHEREAS, MiLB wishes to assign the Amended Facility Lease Agreement to Verotown, and County and NAPBL are amenable to such assignment; and

WHEREAS, County, MiLB and Verotown wish to make minor amendments to the Amended Facility Lease Agreement, as set forth herein,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

ATTACHMENT #3D

3120130050483
RECORDED IN THE PUBLIC RECORDS OF
JEFFREY R SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 2692 PG: 2376 Page 1 of 6 8/6/2013 8:27 AM

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

THIRD AMENDMENT TO FACILITY LEASE AGREEMENT

THIS THIRD AMENDMENT is entered into as of this 16th day of July, 2013, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 30, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, pursuant to section 2.03 of the Original Lease as amended by the First Amendment and the Second Amendment, Verotown has an option to renew the lease for a renewal term of five years, commencing on May 1, 2014 and ending on April 30, 2019 ("Renewal Term"), which option Verotown desires to exercise in accordance with the terms of this Third Amendment to Facility Lease Agreement ("Third Amendment") (the Original Lease, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Facility Lease Agreement"); and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased direct and indirect tax revenues, private sector payment of substantial maintenance and operation expenses which would otherwise burden local taxpayers, and other such benefits,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

8.D.

2014-008

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FOURTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FOURTH AMENDMENT is entered into as of this 21 day of January, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, in compliance with the Third Amendment, the County publically bid the room renovations and the lowest, most responsive bidder's cost for the job (including County purchased items to save sale tax) was approximately \$634,000 or \$34,000 over the allotted amount; and

WHEREAS, the County has agreed to increase its payment from \$600,000 to \$634,000 to renovate the hotel homes in order to comply with the terms of the Third Amendment; and

WHEREAS, the Parties wish to amend Section 5 of the Third Amendment to state that the County is responsible for renovating 66 hotel rooms in an amount not to exceed \$634,000, and Verotown is amenable to this amendment; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

77
8.F.
2014-033

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FIFTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIFTH AMENDMENT is entered into as of this 1st day of April, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, on or about March 10, 2014, the Parties entered into the Fourth Amendment to Facility Lease Agreement ("Fourth Amendment") in which, among other things, the Parties amended the number of hotel rooms that need to be renovated from 67 to 66 and the County agreed to increase its budget for the referenced renovations from \$600,000 to \$634,000; and

WHEREAS, the County wishes to amend Section 5 of the Fourth Amendment both to increase its budget for renovating the remaining 66 hotel rooms from \$634,000 to \$670,245.22, and to reserve the right to increase and/or decrease its budget by a total \$50,000 in the future for the referenced renovations using change orders approved by the Indian River Board of County Commissioners; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

STATE OF FLORIDA

Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001www.flgov.com
850-488-7145
850-487-0801 faxJEB BUSH
GOVERNOR

January 1, 2001

Ms. Fran B. Adams
Chairman, Board of County Commissioners
Indian River County
1840 25th Street
Vero Beach, FL 32960

Dear Ms. Adams:

It is my pleasure to inform you that Indian River County has been approved by the Office of Tourism, Trade, and Economic Development (OTTED) for certification as a Facility for a Retained Spring Training Franchise in accordance with Section 288.1162, Florida Statutes.

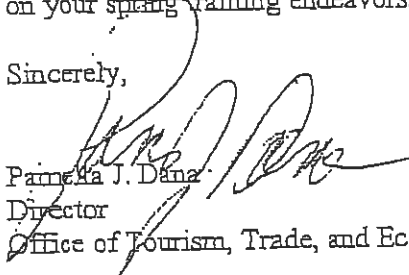
We received a total of seven applications, each thoroughly evaluated by an OTTED-led review panel. From this evaluation, five applications, to include that submitted by your community, were approved for certification. On whole, I am told the panel was quite impressed with the quality and comprehensiveness of all of the applications submitted for consideration.

Please find enclosed an official certification. This letter, along with the signed certification, serves as notice that Indian River County is hereby certified as a Facility for a Retained Spring Training Franchise and, thus, eligible to receive specified funds pursuant to Section 212.20, Florida Statutes.

If you have any questions regarding this certification, please feel free to contact Ms. Jean Hartman, Senior Attorney for OTTED at (850) 487-2568, or Mr. Marshall Stranburg, Chief Assistant General Counsel, General Tax Administration within the Florida Department of Revenue at (850) 488-0712.

I offer you my sincere congratulations on this certification, and wish you much continued success on your spring training endeavors.

Sincerely,


 A handwritten signature in black ink, appearing to read "Pamela J. Dana".

Pamela J. Dana
Director

Office of Tourism, Trade, and Economic Development

cc: Jean Hartman, Senior Attorney
Larry Pendleton, President, Florida Sports Foundation
Marshall Stranburg, Chief Assistant General Counsel, Department of Revenue

Governor's Mentoring Initiative

BE A MENTOR. BE A BIG HELP.



CERTIFICATION

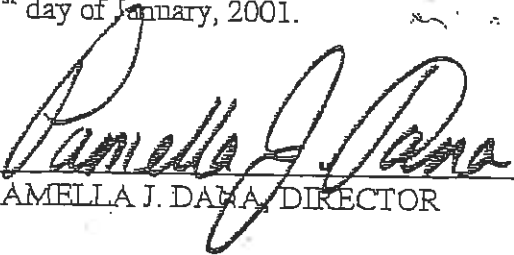
WHEREAS, the Office of Tourism, Trade, and Economic Development is authorized pursuant to Section 288.1162, Florida Statutes, to certify applicants as a Facility for a Retained Spring Training Franchise; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has received and reviewed the application from Indian River County; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has evaluated the application, and has found that the application complies with the requirements of Section 288.1162, Florida Statutes, and that the applicant should be certified.

NOW, THEREFORE, I, Pamella Dana, as Director of the Office of Tourism, Trade, and Economic Development, by virtue of the authority vested in me by the State of Florida, do hereby certify Indian River County as a Facility for a Retained Spring Training Franchise, effective immediately, pursuant to Section 288.1162, Florida Statutes.

IN TESTIMONY WHEREOF, I have hereunder set my hand to be affixed at Tallahassee, 2001 The Capitol, on the 1st day of January, 2001.


PAMELLA J. DANA, DIRECTOR



Tradition Field
 527 NW Peacock Boulevard — ATTACHMENT #5
 Port St. Lucie, FL 34986

Mailing Address:
 P.O. Box 882172
 Port St. Lucie, FL 34988-2172
 Phone 772-871-5458 / Fax 772-871-5426
 www.TreasureCoastSports.org

ECONOMIC IMPACT REPORT

Event Name 2015 Historic Dodgertown College & High School Spring Training

Event Date January 15-April 25, 2015

(Ex.- Using State estimates: 50 adults x 4 nights x \$143 avg. spending = \$28,600 (economic impact)
 State estimates for average spending are: \$143-adult hotel stay, \$72-youth hotel stay, \$75-no hotel stay.

Total Expected Adult Participants: Overnight 1502 **Total Expected Youth Participants: Overnight** 2398

Total Expected Adult Spectators: Overnight 2010 **Total Expected Youth Spectators: Overnight** 990

	Number	x	Avg. # of nights in hotel	x	Avg. Spending	=	Economic Impact
Adult Participants	1502	x	7	x	\$ 143	=	\$ 1,503,502
Adult Spectators	2010	x	6	x	\$ 143	=	\$ 1,724,580
Youth Participants	2398	x	6	x	\$ 72	=	\$ 1,035,936
Youth Spectators	990	x	6	x	\$ 72	=	\$ 427,680
PROJECTED ECONOMIC IMPACT							\$ 4,691,698

Total Expected Adult Participants: Local or Drive-in _____ **Total Expected Youth Participants: Local or Drive-in** _____

Total Expected Adult Spectators: Local or Drive-in _____ **Total Expected Youth Spectators: Local or Drive-in** _____

	Number	x	Number of days	x	Avg. Spending	=	Economic Impact
Adult Participants		x		x	\$ 75	=	\$
Adult Spectators		x		x	\$ 75	=	\$
Youth Participants		x		x	\$ 75	=	\$
Youth Spectators		x		x	\$ 75	=	\$
PROJECTED ECONOMIC IMPACT							\$

TOTAL DIRECT ECONOMIC IMPACT \$ 4,691,698

TOTAL OUTPUT IMPACT \$ 8,116,638

Total Room Nights 12,459 **IRC** 12,459

Total No. of Teams 150 **Total Athletes & Coaches** 3900

Total Participants 6,900

Grant Requested: \$ <u>20,000</u>
Grant Awarded: \$ _____
Approved: _____

ECONOMIC IMPACT STUDY
OF
VERO BEACH SPORTS VILLAGE
ON
INDIAN RIVER COUNTY

Compiled by the Treasure Coast Sports Commission



Overview of Vero Beach Sports Village's Impact on Indian River County

Economic Impact (December, 2009-November 1, 2012)

- The **total direct economic impact** of Vero Beach Sports Village to Indian River County since December, 2009 is **\$ 21,068,001.00** (*economic impact figures were calculated by using a formula provided by Visit Florida and Florida Sports, a division of Enterprise Florida*)
- The total number of room nights generated during this time period in the county by VBSV events was 43,233 of which 28,144 (65%) were at VBSV and 15,089 (35%) were at other Indian River County hotels. *It is believed that the number of actual room nights is higher however, there are many room nights during the spring training program that can't be tracked.*
- VBSV has hosted 132 events. Sports represented include baseball, softball, football, lacrosse, soccer, swimming and boxing.
- The largest event is the annual College and High School Baseball Spring Training program. In 2012 the spring training program hosted 105 teams, up 37% from the 76 teams that were hosted in the inaugural event in 2011. It is projected to increase to 120 baseball teams in 2013. They are projecting the number of overall spring training teams will increase even more in 2013 with the addition of a new College and High School Softball Spring Training program.
- VBSV has hosted groups/teams from 35 states and Puerto Rico.
- VBSV has hosted groups/teams from six countries: Argentina, Canada, China, Italy, South Africa and South Korea.
- Exposure to Indian River County: The total number of people that have either participated in or attended an event at VBSV is estimated to be at over 48,000. Each person stays an average of three nights. These are people that come to participate in and view sporting events and would not have otherwise visited Indian River County. These people visit our hotels, restaurants, shopping and retail outlets, gas stations, etc. We feel strongly that there are a percentage of visitors, having been exposed to our beautiful county and all that it has to offer, that will choose to return in the future for a non-sports visit/vacation.
- Additional Marketing Exposure: In addition to the over 48,000 people who experienced VBSV and Indian River County, there are a number of people that have been exposed to Indian River County through VBSV's national and international marketing efforts. VBSV marketing campaign includes direct mailings to coaches, mass email marketing, print advertising in national publications, television advertising and attendance at national coaches conventions and clinics throughout the United States.

Community Impact

- VBSV employs 24 full-time employees and over 70 part-time/seasonal employees. During its peak period in March 2012 there were 104 employees on the payroll.
- VBSV's annual gross payroll has risen from \$1,012,843 in 2011 to an estimated \$1,430,000 in 2012. As business is projected to increase it is estimated that in 2013 payroll will increase by over 20%, creating additional job opportunities.
- VBSV has contributed over \$70,000.00 in kind donations to twenty-five Indian River County charitable organizations.
- VBSV provides usage of the facility to numerous non-profit organizations including the United Way, St. Helen's Harvest Festival, Senior Resource Center and the Jake Owens Foundation.
- VBSV provides the use of Holman Stadium to county high school baseball teams for inter-county rivalry games. In addition, VBSV has developed a strong relationship with the Indian River Soccer Association and has made available office and meeting space to them.
- VBSV has provided use of its fields and batting cages to the Gifford Little League and has worked with the Gifford Youth Activities Center on projects, including the participation of their members in a Major League Baseball Urban Youth Academy Camp and a Minor League Baseball Leadership Academy program.
- VBSV gives priority to local businesses when purchasing products and services.

Future Vision

- With the addition of the new softball/youth baseball facility and multi-purpose field, VBSV is positioned to make Indian River County and the facility a major destination for youth baseball, softball, soccer, lacrosse, football and rugby teams from around the U.S. and the world.
- Increased international marketing utilizing the strong connections of VBSV's partnership that includes former Dodgers pitchers Hideo Nomo (Japan) and Chan Ho Park (Korea), former longtime owner of the Dodgers Peter O'Malley and Pat O'Conner, President and CEO of Minor League Baseball.
- Continuing to increase tourism to Indian River County through sports in non-peak seasons through the development and hosting of additional tournaments and events.
- Continuing to have a positive impact on room nights at local hotels through the growth of established tournaments and spring training. With the VBSV Villas running at full occupancy for several events, all additional attending teams and their families will utilize hotels in our county.

Carol Roberts

From: Rich Nalbandian <rich@treasurecoastsports.org>
Sent: Thursday, July 23, 2015 7:57 AM
To: Carol Roberts
Cc: Michael Zito; 'Rick Hatcher'
Subject: Requested Information For the Spring Training Report For The State of Florida
Attachments: Economic Impact- 2015 Historic Dodgertown College High School Spring Training.doc

Good Morning Carol, attached is the economic impact report for the "2015 Historic Dodgertown College & High School Spring Training". Below are key points for the information to be provided to the state as per Jason's request. Please review and let me know if you have any questions concerns. Thank you so much Rich

- **Historic Dodgertown has truly become a multi-sport destination for adults, colleges, high schools and youth, hosting baseball, softball, soccer, football, lacrosse, swim and crew teams from all across America and several countries**
- **Has generated over 55,000 total room nights with over 26 million dollars in economic impact to our local community over the past two years**
- **Its largest program the "2015 Spring Training College and High School Baseball/Softball Spring Training" reached 150 teams, each of the teams averaging 5-6 night stays. This program generated over 12,459 room nights with an economic impact of \$4,691,698. Please see TCSC report attached.**
- **Year round has partnered with several national organizations bringing in their teams from nearly every U.S. state along with several counties Canada, Japan, South Korea, Australia, Venezuela, Panama, Denmark, Netherlands, France and Dominican Republic**
- **Hosted a Korean professional baseball team for the fourth consecutive year and two professional Canadian Football League teams**
- **Has partnered with Major League Baseball for a 12-day Elite Developmental Invitational, hosting kids from underprivileged and urban areas enjoy the game of baseball from all over the country on this high profile event. This event will feature a number of former Major League players and current MLB Executives**
- **Become a Florida State Heritage Landmark**
- **Featured on the front Sports page of the New York Times and gained national notoriety for the 2nd Annual Jackie Robinson Celebration Game which hosted almost 6,000 fans at Holman Stadium**
- **Has averaged nearly 3,000 games/practices this year**
- **Historic Dodgertown employees 27 full time year round employees with and additional 90 part-timers. Its annual gross payroll was \$1,813,308.**

Rich Nalbandian
Treasure Coast Sports Commission
Assistant Executive Director
772-201-1962

Study of Tourist Behaviors and
Economic Impact of Tourism
in Indian River County

Prepared for
Indian River County Chamber of Commerce

Prepared by
Lori Pennington-Gray, Ph.D.
&
Stephen Holland, Ph.D.

Center for Tourism Research & Development
Department of Recreation, Parks & Tourism
PO Box 118209
Gainesville, FL 32611-8209
352-392-4042 x1318 or x1313
www.hhp.ufl.edu

December, 2001

ATTACHMENT #6

RESOLUTION NO. 2009-072

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA PROVIDING FOR THE APPROVAL OF THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY LEASE AGREEMENT, CAPITAL RESERVE ACCOUNT AGREEMENT, GUARANTY AGREEMENT, AND ESTOPPEL CERTIFICATE IN CONNECTION WITH THE LEASING OF CERTAIN REAL PROPERTY KNOWN AS DODGERTOWN; AUTHORIZING OTHER REQUIRED ACTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, County Home Rule Ordinance No. 77-19, enacted August 3, 1977 and effective August 9, 1977, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that:

A. The County is the owner of a retained spring training facility (the "Facility") commonly known as "Dodgertown", which Facility is not presently leased or operated by a major league baseball team.

B. The County is desirous of leasing the Facility to Minor League Baseball for operation by Minor League Baseball of the Facility for the promotion of baseball and non-baseball sporting events and sports related activities, promotion of playing baseball internationally, and holding meetings and conferences at the Facility.

C. Minor League Baseball will promote the Facility and Indian River County as a tourist destination as part of its national advertising and promotional activities, which advertising and promotion programs will constitute expenditures qualifying for the use of tourist development tax receipts levied by the County pursuant to Section 125.0405, Florida Statutes.

SECTION 3. APPROVAL OF THE FACILITY LEASE AGREEMENT. The Facility Lease Agreement in substantially the form attached hereto as Exhibit A is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Facility Lease Agreement on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by

A TRUE COPY
CERTIFICATION ON LAST PAGE
J.K. BARTON, CLERK

**Osceola County
(Houston Astros)**

STADIUM RENOVATION GRANT

Fiscal Year	Received:		Capital Fund	Series 2002A				Series 2012			
	G351700231	2409961000		2319961517	2319961517	2319961517	2319961517	2409961517	2409961517	2409961517	2409961517
	G351700231	3347000	5731000	5710000	5720000	5730000	5740000	5710000	5720000	5730000	5731000
	State Grant	State Grant	Debt Issuance	Principal	Interest	Other Debt	Payment Refunded	Principal	Interest	Other Deb	Debt Issuance
	Culture/Recreation	Culture/Recreation	Cost			Service Cost	Bond Escrow Agent			Service Cost	Cost
2002	\$ 500,004.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2003	-	500,004.00	8,965,459.55	900,000.00	3,020,037.78	300.00	-	-	-	-	-
2004	-	500,004.00	8,791,923.29	920,000.00	3,591,045.02	300.00	-	-	-	-	-
2005	-	500,004.00	48,764.66	1,360,000.00	3,571,005.03	300.00	574,000.00	571,000.00	572,000.00	573,000.00	573,000.00
2006	-	500,004.00	5,000.00	1,400,000.00	3,540,585.02	300.00	-	-	-	-	-
2007	-	500,004.00	16,854.02	1,445,000.00	3,499,155.02	300.00	-	-	-	-	-
2008	-	500,004.00	-	1,490,000.00	3,452,540.02	300.00	-	-	-	-	-
2009	-	500,004.00	-	1,605,000.00	3,400,782.52	300.00	-	-	-	-	-
2010	-	500,004.00	-	1,545,000.00	3,343,655.64	300.00	-	-	-	-	-
2011	-	500,004.00	-	1,605,000.00	3,281,220.01	300.00	-	-	-	-	-
2012	-	500,004.00	-	1,670,000.00	4,749,220.84	723.46	61,211,234.28	-	-	-	-
2013	-	500,004.00	-	1,740,000.00	36,975.00	300.00	-	-	-	-	-
2014	-	500,004.00	-	-	-	-	-	2,330,000.00	2,154,460.51	300.00	3,964.05
2015	-	500,004.00	-	-	-	-	-	2,375,000.00	3,194,981.26	300.00	-
	\$ 500,004.00	\$ 5,000,040.00	\$ 17,828,001.52	\$ 14,075,000.00	\$ 34,986,221.90	\$ 3,723.46	\$ 61,211,234.28	\$ 4,765,000.00	\$ 8,485,498.09	\$ 900.00	\$ 3,964.05



**MOORE STEPHENS
LOVELACE, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

Florida Department of Revenue
Leslie Hardin
Revenue Program Administrator I

This letter serves as an addendum to the Schedule of Expenditures of Federal Awards and State Financial Assistance (the "Schedule") as reported in the County's CAFR for fiscal year ended September 30, 2014.

The following grant is hereby added to and incorporated in the above-referenced Schedule:

Florida Department of Revenue

Retained Spring Training Franchise	73.016	\$500,004
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This grant expenditure was included in the scope of our audit. The attached Schedule represents the revised Schedule, as amended with the grant expenditure.

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
June 3, 2015

OSCEOLA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
As of September 30, 2014

Federal/State Agency, Pass-through Entity, Federal Program/State Project	CFDA/ CSFA Number	Contract/Grant Number	Federal/State Expenditures	Payments to Subrecipients
Federal Awards				
U.S. Department of Housing and Urban Development				
Community Development Block Grant	14.218	B-11-UC-12-0020	\$ 240,246	\$ 240,246
Community Development Block Grant	14.218	B-12-UC-12-0020	496,645	496,645
Community Development Block Grant	14.218	B-13-UC-12-0020	816,445	145,749
Neighborhood Stabilization Program (NSP3)	14.218	B-11-UN-12-0023	502,667	-
Program Total			<u>2,056,003</u>	<u>882,640</u>
Passed Through Florida Department of Economic Opportunity				
Community Development Block Grant Small Cities Program				
Neighborhood Stabilization Program (NSP1)	14.228	10DB-4X-06-59-01-F19	193,470	-
U.S. Department of Housing and Urban Development Passed through				
Florida Department of Children & Families				
Emergency Solutions Grant	14.231	GPZ05	43,699	-
U.S. Department of Housing and Urban Development				
Shelter Plus Care	14.238	FL0376C4H071000	45,242	-
ARRA - Homeless Prevention & Rapid Re-Housing Program				
	14.257	GFZ27	2,364	-
U.S. Department of Housing and Urban Development				
Section 8 Housing Choice Voucher Program - Housing	14.871	N/A	1,250,704	-
Section 8 Housing Choice Voucher Program - Portables	14.871	N/A	8,863,217	-
Program Total			<u>10,113,921</u>	<u>-</u>
Total U.S. Department of Housing and Urban Development			12,454,699	882,640
U.S. Department of Justice				
Enhancing Adult Drug Court Services, Coordination and Treatment	16.585	2010-DC-BX-0075	64,746	-
Passed through Florida Office of the Attorney General				
Victims of Crime Act (VOCA)	16.575	V12213	53,500	-
State Criminal Aliens Assistance Program (SCAAP)	16.606	2011-AP-BX-0041	10,000	-
U.S. Department of Justice, Office of Justice Programs,				
Bureau of Justice Assistance - JAG Program Cluster				
Direct Awards				
Edward Byrne Memorial Justice Assistance Grant Program 2010	16.738	2010-DJ-BX-1630	3,365	-
Edward Byrne Memorial Justice Assistance Grant Program 2011	16.738	2011-DJ-BX-2629	18,294	12,700
Edward Byrne Memorial Justice Assistance Grant Program 2012	16.738	2012-DJ-BX-0153	5,973	-
Edward Byrne Memorial Justice Assistance Grant Program 2013	16.738	2013-DJ-BX-0232	21,692	9,200
Passed Through the Florida Department of Law Enforcement				
OCIB Sheriff's Office	16.738	2013-JAGC-OSCE-5-D7-	19,292	19,292
Healing Tree	16.738	2014-JAGC-OSCE-5-E5-123	23,093	23,093
Sheriff- Crime Event	16.738	2014-JAGC-OSCE-3-E5-171	48,245	48,245
Outpatient Treatment- Transition House	16.738	2014-JAGC-OSCE-5-E5-120	650	650
Juvenile Drug Court	16.738	2014-JAGC-OSCE-1-E5-122	2,875	-
Intensive Outpatient - Reentry	16.738	2014-JAGC-OSCE-2E5-121	17,592	17,592
Total JAG Program Cluster			<u>161,070</u>	<u>130,772</u>
Federal Forfeiture Program (Osceola County Sheriff's Office)	16.922	FL-049-0000	57,800	-
Total U.S. Department of Justice			<u>347,116</u>	<u>130,772</u>

Continued

OSCEOLA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
As of September 30, 2014

Federal/State Agency, Pass-through Entity, Federal Program/State Project	CFDA/ CSFA Number	Contract/Grant Number	Federal/State Expenditures	Payments to Subrecipients
U.S. Department of Transportation, Federal Highway Administration passed through Florida Department of Transportation				
Doverplum Avenue	20.205	432593-1-58-01	\$ 440,000	\$ -
Alcohol Impaired Driving Countermeasures Incentives Grants	20.601	ARA19	150,000	-
Total U.S. Department of Transportation			<u>590,000</u>	<u>-</u>
U.S. Election Assistance Commission, Passed Through the Florida Department of State, Division of Elections				
Help America Vote Act (Osceola County Supervisor of Elections)	90.401	2013-2014-0001	27,404	-
U.S. Department of Health and Human Services				
Substance Abuse and Mental Health Services Administration, Substance Abuse and Treatment				
Enhancing Adult Drug Court Services, Coordination and Treatment	93.243	5H79TI023410-02	238,813	-
Health Resources and Services Administration				
Passed Through the Florida Department of Health				
Health Department Construction Grant	93.526	1C8ACS21327-01-00	5,064,841	-
Administration for Children and Families, Office of Child Support Enforcement Passed through the Florida Department of Revenue				
Child Support Enforcement (Osceola County Clerk of Court)	93.563	CD349	<u>633,661</u>	<u>-</u>
Total U.S. Department of Health and Human Services			<u>5,937,315</u>	<u>-</u>
U.S. Department of Homeland Security				
Passed through Florida Division of Emergency Management				
Emergency Management Preparedness Grant (EMPG) FY 14	97.042	14-FG-1M-06-59-01-116	54,164	-
Emergency Management Preparedness Grant (EMPG) FY 15	97.042	15-FG-4D-06-59-01-116	24,794	-
Community Emergency Response Team (CERT)	97.042	14-CI	6,966	-
Program Total			<u>85,924</u>	<u>-</u>
Passed through Florida Division of Emergency Management				
Homeland Security Issue 5	97.067	14-DS-L5-06-59-01	682	-
Homeland Security Issue 7	97.067	14-DS-C9-06-59-01-178	24,263	-
Homeland Security Issue 11	97.067	13-DS-97-06-59-01-404	15,778	-
Program Total			<u>40,723</u>	<u>-</u>
U.S. Department of Homeland Security, Federal Emergency Management Agency passed through the Orange County Sheriff's Office				
Urban Area Securities Initiative (Osceola County Sheriff's Office)	97.067	13-DS-22-06-58-02-231	<u>40,275</u>	<u>-</u>
Total U.S. Department of Homeland Security			<u>166,922</u>	<u>-</u>
Executive Office of the President- Office of National Drug Control Policy				
Passed through the U.S. Drug Enforcement Agency				
High Intensity Drug Trafficking Areas (Osceola County Sheriff's Office)	95.001	G12CF0006A	111	-
High Intensity Drug Trafficking Areas (Osceola County Sheriff's Office)	95.001	G13CF0006A	46,064	-
High Intensity Drug Trafficking Areas (Osceola County Sheriff's Office)	95.001	G14CF0006A	74,375	-
Program Total			<u>120,550</u>	<u>-</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 19,644,005</u>	<u>\$ 1,013,412</u>

OSCEOLA COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
As of September 30, 2014

Federal/State Agency, Pass-through Entity, Federal Program/State Project	CFDA/ CSFA Number	Contract/Grant Number	Federal/State Expenditures	Payments to Subrecipients
State Financial Assistance				
Florida Division of Emergency Management				
Emergency Management Preparedness Assistance (EMPA) FY 14	31.063	14-BG-83-06-59-01-049	\$ 88,141	\$ -
Emergency Management Preparedness Assistance (EMPA) FY 15	31.063	15-BG-83-06-59-01-049	19,883	-
Program Total			<u>108,024</u>	
Hazard Analysis (FY13)	31.067	13-CP-11-06-59-01-390	<u>3,707</u>	-
Total Florida Division of Emergency Management			<u>111,731</u>	-
Florida Department of Agriculture and Consumer Services				
Mosquito Control	42.003	20315	29,456	-
Florida Department of State				
State Aid to Libraries	45.030	14-ST-51	188,732	-
Florida Housing Finance Corporation				
Statewide Housing Initiatives Program (SHIP)	52.901	N/A	405,238	-
State Infrastructure Bank Loan Agreement				
Poinciana Parkway	55.020	ARC81	4,164,530	-
Florida Department of Children and Families				
Criminal Justice, Mental Health and Substance Abuse Reinvestment	60.115	LHZ24	83,661	66,161
Florida Department of Health				
Emergency Medical Services (EMS) Grant	64.005	C2049	92,233	32,314
Florida Department of Revenue				
Retained Spring Training Franchise	73.016	N/A	<u>500,004</u>	-
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE			<u>\$ 5,575,585</u>	<u>\$ 98,475</u>

Note 1: Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the federal and state grant activity of Osceola County, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of State, Local Governments, and Nonprofit Organizations, Chapter 215.97, Florida Statutes, and Rule 69I-5.003 (1)(f), F.A.C. Therefore, amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

MOST RECENT AUDIT

**Osceola County, Florida
\$74,775,000 Tourist Development Tax Revenue Bonds, Series
2002A Summary of Sources and Uses**

Debt Proceeds	\$	74,775,000.00
State Grant		500,004.00
Interest Income		1,158,469.33
Increase (Decrease) FMV		(96,062.26)
Debt Issuance Costs Including Discount		<u>(2,146,565.11)</u>

Total Funds Available for Projects 74,190,845.95

Stadium Expansion	592,311.81	Trans Out to F318	0.7%
Convention Center	165,002.57	Trans Out to F105	0.2%
AG Center Improv & Expansion	4,495,101.42	Trans Out to F105	6.1%
AG Center Complex			
Multipurpose	4,003,233.45		5.4%
Exhibition	13,484,431.30		18.2%
Arena	31,656,904.41		42.7%
Stadium	17,828,001.52		24.0%
Total	66,972,570.68	90.3%	<u>24.0%</u>
OHP Paving	1,772,215.14		2.4%
OHP Baseball Fields	253,644.34		<u>0.3%</u>
Total Funds Used on Projects	\$ 74,190,845.96	100.0%	<u>100.0%</u>

THIS AGREEMENT is made and entered into this 18th day of December, 2000, by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and the HOUSTON ASTROS BASEBALL CLUB, a division of Houston McLane Company, Inc., hereinafter referred to as "Club".

WHEREAS, County and the Club entered into agreements on October 5, 1983, and November 5, 1997, to host the Houston Astros Spring Training Program; and

WHEREAS, County and the Club extended the November 5, 1997, agreement on January 24, 2000; and

WHEREAS, the County and the Club desire to enter into a new agreement relating to the lease of the Osceola County Stadium and Sports Complex.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, it is mutually covenanted and agreed by and between the parties as follows:

1. The Club will engage in exclusive spring training in Osceola County, Florida, for a period of sixteen (16) years, commencing with the 2001 major league spring training season. For the purpose of this agreement, the term "spring training" shall be deemed to include that period of time each year during the term of this lease which involves major and minor league spring training, exhibition games and extended spring training activities, rehabilitation and instructional league.
2. The County does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Osceola County, Florida, commonly known as Osceola County Stadium and Sports Complex and related spring training facilities to be utilized pursuant hereto.
3. County shall selectively demolish and/or restore current stadium, clubhouse and office space and build on such site a restored stadium, clubhouse, office space, practice fields and grass half-field for a cost of not more than \$18.4 million. County agrees that its financing plan shall provide that the amount by which the cost of construction (construction also includes architect and design fees) is less than \$18.4 million shall be funded and placed in an asset renewal/reserve fund to be spent on the facility subject to terms and conditions approved by Club. If the State of Florida, through the Florida Sports Foundation, fails to grant County \$7.5 million to undertake the construction, or if County does not accept such grant from the State and begin construction by April 1, 2002, the term of this lease shall be three years, and the Club shall have the right to terminate this lease as of the end of the 2002, 2003 or 2004 spring training seasons upon written notice delivered to the County, without further liability of one party to the other.

The Club shall have the right to approve the final design and construction plans, the architect, contractor and all change orders. Such approval shall not be unreasonably withheld. The design of the stadium shall be in accordance with MLB standards. County shall use its diligent, good faith efforts to perform, or cause to be performed, all stadium construction work according to the approved construction plans on or before February 1, 2003. In the event possession of the completed stadium is not delivered to Club on or before February 1, 2003, County shall pay Club liquidated damages of \$7,500 per day or the amount County is entitled to receive in liquidated damages under the construction contract, whichever is greater, and Club shall have the right to terminate the lease upon 30 days notice to County.

The Club shall have access to the construction project during all normal construction hours and shall receive reasonable notice of and have the right to attend and participate in all meetings between County and its architect and contractors performing the work on the stadium. Club shall have the right to request County to make changes to the design of the stadium, the construction plans and schedule of completion and will by obligation pay any cost associated with these changes, provided the cost of such changes cause the cost of the stadium renovations to exceed \$18.4 million.

As consideration for its utilization of the facilities, the Club and County agree to the revenue sharing as set forth below:

(a) Upon completion of construction, the Club and County agree to revenue sharing as set forth below:

(i) for each spring training game played in the stadium.

	<u>County</u>	<u>Club</u>
Ticket Sales:	25%	75%
Food/Beverage Concessions:	75%	25%
Merchandise/Souvenirs/Novelties:	25%	75%
Program Sales:	25%	75%
Parking Fees:	85%	15%

(ii) Advertising and Naming Rights

	<u>County</u>	<u>Club</u>
Program Advertising and Stadium	0%	100%
Scoreboard Advertising	20%	80%

Stadium Naming Rights 33 1/3% 33 1/3%
 Asset Renewal/Reverse Fund for Capital Improvements 33 1/3%

(b) Prior to the completion of construction, the Club and County agree to revenue sharing as set forth below:

(i) for each spring training game played in the stadium:

	<u>County</u>	<u>Club</u>
Ticket Sales	20%	80%
Food/Beverage Concessions	20%	80%
Merchandise/Souvenirs/Novelties	20%	80%
Program Sales	20%	80%
Parking Fees	100%	0%

(ii) Advertising and Naming Rights

	<u>County</u>	<u>Club</u>
Program Advertising and Stadium	0%	100%
Scoreboard Advertising	20%	80%
Stadium Naming Rights	33 1/3%	33 1/3%
Asset Renewal/Reserve Fund for Capital Improvement	33 1/3%	

6. The parties hereby expressly acknowledge and agree that the County shall have and retain all rights and revenues related to parking with revenue sharing as set forth in Item 5 above. The County shall, no later than December 1st of the year prior to the upcoming spring training season, provide to the Club the parking rates which it wishes to utilize with the Club being obligated to either accept or reject said proposed parking fees no later than December 15 of the year in which said perspective prices and fees are presented.

7. The County shall have exclusive rights to concession sales and catering to the public with Club having the right to approve pricing and menu with revenue sharing as set forth in Item 5 above. As such, County shall be liable for any damages incurred due to the operations of said food and beverage concessions and catering, and shall indemnify and hold harmless Club as to food and beverage concessions and catering to the extent allowed by law. No later than December 1, County shall submit for Club's approval a list of the food and beverage items that County intends to sell at the stadium and the prices for such items. County agrees that, when so requested by Club, the food and beverage products of Club and its affiliates, Club sponsors and advertisers shall be featured and sold by County.

8. The County shall have the right to sell all merchandise, souvenirs and novelties as provided by the Club on consignment with revenue sharing as set forth in Item 5 above. Club shall supply County with merchandise, souvenirs and novelties on a consignment basis for sale in the stadium. County shall submit for Club's approval the prices at which it intends to sell such items, a diagram of the display of the items in the retail store and a list of items to be sold in the stadium seating area and elsewhere in the stadium. Upon sale of such products, County shall remit to Club the cost of the items sold and County and Club shall divide the Net Receipts according to the revenue sharing as set forth in Item 5 above. "Net Receipts" shall mean all receipts received by County from the sale of merchandise, souvenirs and novelties, less (i) the cost of goods sold, (ii) retail sales taxes and other direct taxes imposed upon receipts collected from the consumer, and (iii) actual credit card service discount fees. At the end of spring training, the County shall return all unsold merchandise and pay to Club the cost of all lost, stolen or complementary merchandise not returned to Club. County shall retain records of all sales, thefts or complimentary dispositions of goods and allow Club access to such records.
9. The Club shall own the exclusive rights to all scoreboards, outfield and other stadium signage with revenue sharing as set forth in Item 5 above. Such rights shall include the right to control the design and layout of all advertising.
10. It is further expressly acknowledged and agreed by and between the parties that the County has no rights to and shall receive no revenues from the Club's radio or Internet broadcast or televising of any games played by said Club, nor shall the County participate, in any manner, in determining when said games shall be televised or broadcast. The Club and certain Major League Baseball entities shall have the sole and exclusive rights to record and/or transmit (or to license others to record and/or transmit) any Major League Baseball games played at the stadium via any technology now existing or hereafter devised (including, without limitation, transmission via over-the-air television, cable television, radio or on-line technologies). The Club shall own all worldwide copyright and all other rights in such games and the recordings and transmissions thereof. All rights to license any transmissions of any portions of the games, including the right to receive and retain all revenues generated from the sale or licensing of such transmission rights, shall belong solely and exclusively to the Club and certain Major League Baseball entities. The County shall not either (a) record or transmit, or permit others to record or transmit, via any medium all or any part of the games played at the stadium, or (b) otherwise take any other action which is inconsistent with the terms and conditions of this Item 10.
11. The Club shall have the exclusive right to set the price for exhibition game tickets.

12. The Club shall schedule and make a good faith effort to play a minimum of eleven (11) home major league spring training exhibition games during each and every year during the term of this agreement.
13. Further, the Club shall make reasonable efforts to play night games.
14. The County shall have the right to impose a stadium user fee or surcharge on tickets to the Club's major league spring training exhibition games at the stadium, the amount of such user fee or surcharge to be subject to the written approval thereof from the Club, such approval not to be unreasonably withheld.
15. The term "gross ticket sale receipts" shall be defined as gross sales proceeds less deductions for any applicable state, federal or local taxes, user fees or surcharges.
16. The Club shall be responsible for and pay any and all sales or other tax incidental to this agreement. In the event that ad valorem taxes are assessed against the facilities, or any portion thereof, as a result of the Club's use of same, the Club shall be responsible for its pro rata portion of such taxes. In the event any taxes are assessed, Club shall have the right to terminate this agreement upon thirty (30) days' prior written notice to County. Club shall remain responsible for the taxes incurred prior to termination.
17. The County agrees to maintain the facilities to high quality standards for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club. The County acknowledges that the high quality conditions shall be in place prior to the beginning of and shall continue throughout each spring training season at no expense to the Club. County shall operate the facilities, ticket sales and food, beverage and merchandise concessions and undertake all of its other obligations under this agreement in a manner consistent with other spring training facilities. County shall maintain books and records of all revenues generated under this agreement, shall provide an accounting of such revenues and access to such books and records to Club upon the request of Club and shall pay promptly to Club its share of the revenues.
18. The Club shall provide during each annual major league baseball season a marketing package as set forth below:
 - Full page ad in souvenir game program.
 - A minimum of one 30-second radio spot during each pregame broadcast and a 5 to 10 second "drop in" announcement during each broadcast of regular season games, home or away.
 - Visual message board announcement during each regular season home game played at Enron Field proclaiming Kissimmee/St. Cloud as "Official Spring

Training Home" and displaying a toll free number provided by County.

One 30-second feature ad during each home pre-game on Diamondvision within one hour of the first pitch, said ad being provided by the County and subject to approval of Club.

One lighted concourse sign in home stadium.

During the first five (5) years of this agreement, one (1) tri-vision batter's eye static board advertisement shall be displayed between innings one time during each regular season home game played at Enron Field. This provision shall be revisited after year five (5).

During each regular season home game played at Enron Field during the first year of this agreement, one public address announcement providing a selected fan with two tickets to a Central Florida attraction. This presentation shall be broadcast live on Stadium Diamondvision. Tickets to be provided by County. This provision shall be revisited after one (1) year.

The copy for the spot audio announcements shall be prepared by the County and supplied directly to the Club for distribution on air programming, with the express understanding that said spot audio announcements will be periodically updated during each baseball season and subject to the approval of the Club. County shall update all printed ad copy annually, and shall be subject to approval of the Club. County agrees to pay the cost of production of the radio and print advertisements, DiamondVision features, concourse sign and tri-vision sign and to pay the cost of installation, updating and repair of the concourse sign and the tri-vision sign.

The Club agrees to participate in a domestic sales mission every year at a home game during the regular season for up to forty (40) people, providing admission and light refreshments in order to promote the Kissimmee/St. Cloud area. Dates of the sales mission will be mutually agreed upon by both Club and County annually. Further, the Club agrees to participate in an international sales mission, provided the Club has a regular or exhibition game outside the United States, for up to twenty-five (25) people by providing admission to such game, subject to availability, in order to promote the Kissimmee/St. Cloud area.

19. It is acknowledged that said spot audio announcements, print ads, signs and DiamondVision features are to be used solely for the purpose of promoting and advertising the tourism attributes and attractions of Osceola County, and shall not be resold by the County.
20. While the County acknowledges that there are circumstances that might not make this possible at all times, the Club agrees to use reasonable efforts in locating and securing housing for the members of the Club and the Club itself in Osceola County. The Club agrees to work with the Kissimmee/St. Cloud Convention Visitors Bureau in scheduling accommodations for visiting teams in Osceola County as well.

21. The Club shall provide the County a free page in the spring training score book. The County will provide the material to be printed which will be subject to the approval of the Club.
22. The Club and the County expressly acknowledge that naming rights of the complex may be sold to a third party. All proceeds from this arrangement shall be allocated as set forth in Item 5 above. The Club and the County agree that any sale of such naming rights shall be subject to the mutual agreement of the parties, and in accordance with the MLB Documents defined in Item 42.
23. The Club agrees that it will help market spring training by providing information on promotional activities which can be incorporated locally, and by providing pre-printed collateral material that can be reproduced for the Kissimmee/St. Cloud area. The County shall make available an amount of money mutually agreed upon by the Club and County. Such money is to be utilized solely for the purpose of marketing the Major League Baseball spring training. The marketing services and the payment thereof shall be consistent with the past practices and shall be in compliance with Florida law.
24. The County shall maintain, repair and restore all properties at the facility at no cost to the Club, except that the Club shall provide for housekeeping and cleaning services to the clubhouse and office space it uses at no cost to the County. County to maintain all grounds and turf to Major League standards. It is further understood that the County will not be responsible for any maintenance, repairs or restoration related to damage occurring to property as a result of negligent acts or omissions of the Club, its officers, agents or employees.
25. The County will provide and pay for all stadium operations and services during the Club's spring training exhibition games, except for the housekeeping and cleaning services as set forth hereinabove, it being understood by and between the parties that included therein shall be the costs for advance local promotion, local advertising, local sales and local distribution of tickets to all games, stadium cleanup, ushers, parking attendants, concession attendants and any other personnel necessary to allow a game to take place. The County shall pay all utility charges, including but not limited to field water, sewer, general daytime stadium, clubhouse and office electricity cost and trash removal.
26. The Club shall have the right, from time to time, to make all such alterations and improvements to, and decorate the interior of the property covered hereunder, as shall be reasonably necessary or appropriate, in the Club's judgment, for the Club's conduct thereon of its business, provided that prior to the commencement of any such major alteration, improvement or decoration, the County shall in all cases, have approved in writing the plans and specifications therefore. If within (30) days after

such plans and specifications have been submitted and delivered by the Club to the County for such approval, and the County shall not have given the Club notice of disapproval thereof, stating the reason for such disapproval, then the plans and specifications shall be considered approved by the County.

27. The Club shall have priority use of the facilities during the last three weeks of February, the entire month of March and during the first week in April each year; provided, however, that such use shall not be exclusive and the County's Stadium Director may, with the prior written approval of Club, schedule other events, including baseball games, when the use of the facilities is not required by the Club or its affiliated farm clubs.
28. The Club shall furnish the County with its spring training exhibition game schedule and extended spring training time frame use requirements (if applicable) no later than December 1 of the year prior to the next February opening of spring training activities by the Club.
29. It is further agreed by the parties that the Club shall not stage any non-baseball related events or activities except with the express prior written consent of the County, which consent shall not be unreasonably withheld.
30. The parties hereby agree that the Club's priority use of the facilities implies operational jurisdiction over the various service subcontractors who might be involved or working at the facility, especially on the day of an exhibition game and, accordingly, the Club is granted the right to oversee the stadium operation for exhibition games including, but not limited to, concessions, ticket sales and distribution of complimentary tickets, even when the County has undertaken to provide those services. It being further understood that the Club will, at all times, make reasonable efforts to cooperate with others, including the County, in exercising its right to oversee the stadium operation for exhibition games as herein provided.
31. The parties agree that the responsibility and costs related to the use of the facilities and for equipment shall be allocated between the parties as set forth below:

<u>EQUIPMENT</u>	<u>COUNTY</u>	<u>CLUB</u>	<u>SHARED</u>
Weather covers for pitching machines:		X	
Clubhouse/office consumable supplies:		X	
Stadium consumable supplies:	X		

Small tarps for all mounds and home plate areas:	X	
Full infield tarp for stadium:		50/50
12 pitching mounds:	X	
Bases - all fields:	X	
Pitching rubbers & plates, all fields, bullpens, tunnels:	X	
Deluxe batting cages with netting (4):	X	
Screens for batting prac- tice, all fields, bullpens, tunnels:	X	
Pitching machines, electric & mechanical:		X
Bazooka pop-fly guns:		X
Netting for batting tunnels:		X
Batting practice ball baskets:		X
Ball cleaning machines:		X
Washer & dryers for clubhouse:		X
Office furnishings:		X
Kitchen equipment for clubhouse:		X
Ice machines for clubhouse:		X

Refrigerated water coolers
for stadium dugouts, office,
clubhouse, practice area
fields: X

Padded training tables: X

Press lounge tables
& chairs: X

Baseballs, bats, catching equip-
ment: X

32. The Club shall not be required to make any capital investment or expenditure related to the renovations of the facilities as hereinbefore described, or its amenities, except as set forth in Item 4.
33. The rights granted to the Club pursuant to this agreement shall not be assigned, except with the express written consent of the County, except that the Club may assign this agreement in connection with a sale, merger, re-organization or other disposition of the Club or its Major League Baseball franchise so long as the assignee expressly assumes the Clubs obligations hereunder. County shall not assign this agreement without the prior written consent of Club.
34. The Club will not be charged for site parking for its players and support staff. The County shall not be responsible for the security of any vehicles parked near the clubhouse. It is understood that the Club shall be responsible for security of the clubhouse and office space being utilized by the Club. The County shall install a secure, fenced and lighted parking area near the clubhouse and offices for use of the Club and shall provide reasonable security in such parking area for the protection of the members of the Club.
35. The Club agrees to and will at all times defend, indemnify, save and hold harmless the County from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorney's fees at trial or appellate level, and all court costs arising out of this agreement or from any injury to or death of persons (including the Club's personnel or employees), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of, or in connection with, any activities or use of the County's facilities by the Club, its agents, officers, servants or employees, resulting from or any manner arising out of this lease relationship with the County, excepting only liability resulting solely from the negligence of the County, its agents, invitees, or employees. Subject to the above exception, the Club shall, upon request from the

County, defend and satisfy any and all suits arising from its use of the County's facilities.

36. The Club shall provide, on an annual basis, and maintain adequate liability insurance designating the County as insured to protect the County from any liability arising from the use of the facilities by the Club. The minimum limits of such policy of insurance shall be \$5,000,000 for injury to any one person, \$5,000,000 for injury arising out of a single occurrence and \$5,000,000 for property damage resulting from a single occurrence.
37. The County will assume all responsibility and liability for injuries and property damage, and for claims arising under worker's compensation or any other applicable laws for County employees and maintenance personnel working on the County facilities, except as to Club personnel or to visiting teams or officials. The County further agrees to supply the Club with certificates of insurance reflecting the County's worker's compensation and public liability and property damage insurance coverage presently in place. The minimum limits of such policy of insurance shall be \$5,000,000 for injury to any one person, \$5,000,000 for injury arising out of a single occurrence and \$5,000,000 for property damage resulting from a single occurrence.
38. Any controversy which shall arise between the Club and the County regarding the rights, duties or liabilities hereunder of either party shall be immediately communicated to the other party. In an attempt to settle, the parties agree to non-binding mediation pursuant to the laws of the State of Florida.
39. It is agreed and understood between the parties that, in the event of a national emergency or the United States being in a state of war, or by operation of law, or because of a labor dispute, or the rules or regulations of major league baseball that prevents the club from using the facilities for spring training in any of the years covered under the terms of this agreement, then this agreement shall be regarded as suspended for that year, without liability of either party to the other. In the event such suspension takes place, the term of this lease will be extended for an additional year for each year of such suspension.
40. The parties hereto expressly recognize and agree that the County is undertaking a substantial financial responsibility. It is, therefore, understood and agreed that the Club will cooperate fully with the County in its efforts to promote the development and success of baseball in Osceola County. The Club agrees that it will make a good faith effort subject to Major League Baseball's rules and regulations to see that personnel and players will be made reasonably available to participate in cooperative activities involving the promotion and development of major league baseball in Osceola County.

41. Any notice required to be given hereunder shall be in writing, certified mail, return receipt requested, addressed to the parties as follows:

Houston McLane Company, Inc.
Robert S. McClaren
Union Station at Enron Field
501 Crawford Street, Suite 500
Houston, TX 77002

Osceola County
Bob Fernandez, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741

Copy to:
Jo O. Thacker, County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741

42. The Club, at its sole expense, shall comply with all laws, orders and regulations of federal, state and county authorities, and with any direction of any public officer pursuant to law, which shall impose any duty upon the Club with respect to the leased facilities. The Club, at its sole expense, shall obtain all licenses or permits which may be required for the conducting of its business within the terms of this agreement and the County, where necessary, will join with the Club in applying for all such permits or licenses. This Agreement and any rights or exclusivities granted by Club hereunder shall in all respects be subordinate to each of the following, as may be amended from time to time (collectively, "MLB Documents"): (i) any present or future agreements entered into by, or on behalf of, any of the Major League Baseball (MLB) entities or affiliates, or the member clubs acting collectively, or (ii) the present and future mandates, rules, regulations, policies, bulletins or directives issued or adopted by the Commissioner or the MLB entities. The issuance, entering into, amendment or implementation of any of the MLB Documents shall be at no cost or liability to any MLB entity or affiliate or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Home Television Territory of Club, as established and amended from time to time. Currently, the Home Television Territory of Club is defined as the States of Texas, Arkansas, Louisiana, Oklahoma, and the counties of Lea, Eddy, Chaves, Roosevelt, Curry, Dona Ana, Quay, Union and DeBaca in the State of New Mexico. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the MLB entities) are conferred by this Agreement, except as are

specifically approved in writing by the applicable MLB entity.

43. If the property covered herein shall be deserted or vacated, or proceedings are commenced against the Club in any Court under a bankruptcy act or for the appointment of a trustee or receiver of the Club's property, either before or after the commencement of the term of this agreement, or if there shall be a default in the payment of any monies due hereunder for more than thirty (30) days after receipt by Club of written notice of such default, or if there shall be a material default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Club for more than thirty (30) days after receipt by Club of written notice of such default by the County, then this agreement (if the County so elects) shall thereupon become null and void and the County shall have the right to re-enter or repossess the property during the period of the Club's right to exclusive use thereof, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Club or other occupants thereof, without being liable for any prosecution therefor. Should the County incur expenses in enforcing its rights hereunder, specifically including attorney's fees and court costs (at the lower court and appellate levels), reasonable expenses shall be borne by the Club.
44. If all or any part of the property covered hereunder is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy, the County shall, repair and rebuild the property with reasonable diligence and, if there is a substantial interference with the operation of the Club's programs at the property covered hereunder requiring the Club temporarily to utilize other facilities, there will be an abatement of all monies due hereunder from the Club to the County. Notwithstanding the foregoing provisions, in the event the property damaged by fire or other insured casualty is due to the fault or neglect of the Club or the Club's officers, agents, servants, employees, contractors or licensees, then, without prejudice to any other rights and remedies of the County, the damage shall be repaired by the County.
45. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue shall be in Osceola County, Florida.
46. County shall present to Club a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to Chapter 288.1182, Florida Statutes, from the State of Florida, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no more than \$18.4 million (which include architect fees, design fees and construction costs) which are to be irrevocably committed to the renovation of the baseball complex. This financing plan shall be subject to the approval of the Club, which shall not be unreasonably withheld. Further, the Club shall have approval of the design and

renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld. In the event either the financing plan or the renovation plan fails to meet the approval of the Club, Club may terminate this agreement upon 30 days' written notice to County. The cost of any change orders that do not result in a cost overrun (i.e., cost of construction totals \$18.4 million or less) shall be the responsibility of the County. Any change orders that result in a cost overrun shall, in addition to being mutually agreed upon, shall be the responsibility of the Club.

47. The County agrees to work with the contractor in order to facilitate a construction plan that would take into consideration the possible use of the facilities for the purposes of extended spring training activities, rehabilitation and instructional league during the construction period. Club acknowledges that no guarantees exist as to the use of the facilities during the construction period, and County has no responsibility or liability to Club for temporary facilities during the construction period.
48. In construing this agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.
49. The covenants, terms, conditions, provisions and undertakings in this agreement, or in any renewals thereof, shall extend to and be binding upon the successors and assigns of the respective parties hereto as if they were in every case named and expressed and whatever reference is made together of the parties hereto it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.
50. The parties agree to execute and deliver any instruments, in writing, necessary to carry out any agreement, term, condition, or assurance in this agreement, whenever the occasion shall arise and request for such instrument shall be made.
51. The specified remedies to which either party may resort under the terms of this agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach by the other of any provision or provisions of this agreement.
52. This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this agreement or the simultaneous or prior writing heretofore. All prior understandings, terms or conditions are deemed to merge in this agreement and this agreement cannot be changed or supplemented orally, but only by an agreement, in writing, and signed by the party against whom enforcement of any waiver, change modification or discharge

is sought.

- 53. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.
- 54. The Club shall have the option of renewing this agreement for an additional two (2) year period under the same terms and conditions hereof by giving the County written notice of its intention to renew same not less than one (1) year prior to the expiration of the term hereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first mentioned above.



BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

By: *[Signature]*
Chairman Vice Chairman

ATTEST:
CLERK OF THE BOARD

By: *Kelly A. Mueller*
Clerk/Deputy Clerk
Board approved 12/18/2000

HOUSTON McLANE COMPANY, INC.
d/b/a HOUSTON ASTROS BASEBALL
CLUB

By: *Robert S. McClaren*
ROBERT S. McCLAREN
Its: Vice-President

WITNESSES:

[Signature]
Alex M. Caligi

COST BENEFIT ANALYSIS

The total spending benefit is estimated at \$49.03 million. (The total benefit represents an average multiplier effect of approximately 1.48.) Total 2015 cost for spring training activities at Osceola County Stadium estimated to be \$2.325 million.

The net impact of Houston Astros spring training is estimated to be \$46.7 million in 2015.

Table 1. Game Day Visitor Spending

	Total	Houston Astros	Total Sales	Sales Tax	Total Direct Sales Impact
	Direct Sales	Revenue Share			
Tickets	\$1,020,055.00	\$765,041.25	\$255,013.75	\$(66,732.57)	\$ 184,106.40
Parking	\$117,290.00	\$17,593.50	\$99,696.50	\$(7,673.18)	\$ 58,714.58
Concessions	\$407,330.35	\$101,832.59	\$305,497.76	\$(26,647.78)	\$ 230,966.33
Catering/Suites	\$12,592.68	\$3,148.17	\$9,444.51	\$(823.82)	\$ 9,135.21
Press Dining	\$14,094.08	\$3,523.52	\$10,570.56	\$(922.04)	\$ 9,400.28
Commissioners Suite	\$2,590.00	\$647.50	\$1,942.50	\$(169.44)	\$ 1,513.52
Retail Merchandise Programs	\$194,454.37	\$79,406.17	\$19,116.88	\$(12,721.31)	\$ 8,725.65
	\$9,938.00	\$7,453.50	\$2,484.50	\$(650.15)	\$ 1,697.40
Totals	\$1,778,344.48	\$978,646.20	\$703,766.96	\$(116,340.29)	\$ 504,259.36

Table 2. Non-Stadium Visitor Spending

	Non-Local Attendees			Sales Tax	Tourist Dev. Tax
	Non-Florida	In-Florida	Total		
Lodging	\$ 6,318,277.89	\$ 41,308.27	\$ 6,359,586.16	\$ (416,047.69)	\$ 337,677.20
Food & Beverage	\$ 7,932,970.68	\$ 151,980.47	\$ 8,089,931.15	\$ (529,247.83)	
Grocery	\$ 3,030,452.01	\$ 37,525.13	\$ 3,067,976.31	\$ (200,708.73)	
Golf	\$ 1,329,967.10	\$ 12,233.37	\$ 1,343,030.47	\$ (87,861.81)	
Evening Leisure	\$ 1,111,552.60	\$ 27,539.40	\$ 309,092.00	\$ (20,220.97)	
Transportation	\$ 3,857,278.09	\$ 75,049.43	\$ 3,932,327.52	\$ (257,255.07)	
Shopping	\$ 6,365,109.81	\$ 107,079.13	\$ 6,472,188.11	\$ (423,414.18)	
Other	\$ 436,829.00	\$ 9,734.24	\$ 446,563.24	\$ (29,214.42)	
Totals	\$ 30,382,437.18	\$ 462,449.44	\$ 30,020,694.96	\$ (1,963,970.70)	\$ 337,677.20

Table 3. Astros Team and Player Spending

	Housing	Restaurant & Catering	Per Diem	Miscellaneous	Total
Major League Spring Training	\$364,657.00	\$148,523.00	\$761,458.00	\$-	\$ 1,207,496.00
Minor League Spring Training	\$376,849.00	\$127,463.00	\$9,976.00	\$-	\$ 494,508.00
Extended Spring Training	\$247,308.00	\$147,904.00	\$85,047.00	\$-	\$ 459,339.00
Gulf Coast League Play	\$177,592.00	\$540,496.00	\$16,546.00	\$-	\$ 709,790.00
Instructional League Play	\$86,454.00	\$18,843.00	\$9,973.00	\$-	\$ 110,839.00
Total	\$1,252,860.00	\$983,229.00	\$883,000.00	\$-	\$ 3,059,772.00

Table 4. Spring Training Economic Impact

	Direct Benefit	Multiplier	Indirect & Induced Impact	Total
Non-Local Attendees, Net of Tax				
Stadium Tickets	\$ 184,106.40	1.72	\$ 132,556.61	\$ 316,663.01
Stadium Parking	\$ 58,714.58	1.72	\$ 42,274.50	\$ 100,989.08
Stadium Concessions	\$ 230,966.33	1.51	\$ 117,792.83	\$ 348,759.15
Stadium Catering/Suites	\$ 9,135.21	1.51	\$ 4,658.96	\$ 13,794.17
Stadium Press Dining	\$ 9,400.28	1.51	\$ 4,794.14	\$ 14,194.42
Stadium Commissioners Suite	\$ 1,513.52	1.51	\$ 771.89	\$ 2,285.41
Stadium Retail Merchandise	\$ 8,725.65	1.72	\$ 6,282.47	\$ 15,008.12
Stadium Programs	\$ 1,697.40	1.72	\$ 1,222.13	\$ 2,919.53
Lodging	\$ 6,359,586.16	1.32	\$ 2,035,067.57	\$ 8,394,653.73
Food & Beverage	\$ 8,089,931.15	1.51	\$ 4,125,864.89	\$ 12,215,796.04
Grocery	\$ 3,067,976.31	1.51	\$ 1,564,667.92	\$ 4,632,644.23
Golf	\$ 1,343,030.47	1.72	\$ 966,981.94	\$ 2,310,012.41
Evening Leisure	\$ 309,092.00	1.72	\$ 222,546.24	\$ 531,638.24
Transportation	\$ 3,932,327.52	1.53	\$ 2,084,133.59	\$ 6,016,461.11
Shopping	\$ 6,472,188.11	1.46	\$ 2,977,206.53	\$ 9,449,394.64
Other	\$ 446,563.24	1.45	\$ 200,953.46	\$ 647,516.70
Houston Astros, Net of Tax				
Team Meal and Per Diem	\$ 775,906.54	1.41	\$ 318,121.68	\$ 1,094,028.22
Team Housing	\$ 1,124,516.82	1.32	\$ 359,845.38	\$ 1,484,362.21
Team Restaurant and Catering	\$ 886,466.36	1.51	\$ 452,097.84	\$ 1,338,564.20
Team Miscellaneous	\$ 72,710.28	1.43	\$ 31,265.42	\$ 103,975.70
Total Gross Economic Impact	\$ 33,384,554.32		\$ 15,649,105.98	\$ 49,033,660.30
Spring Training Costs to County				\$ 2,325,486.00
<i>Net Economic Impact</i>				<i>\$ 46,708,174.30</i>

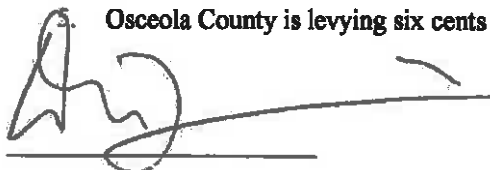
CERTIFICATION

Osceola County still complies with criteria that were in effect when Osceola County was certified to receive funds to retain a spring training franchise. The following is true and accurate:

1. Osceola County was and is a unit of local government defined in F.S. 218.369 and remains responsible for the management and operation of the Astros Stadium Complex ("Facility") and holds title to the property on which the retained spring training franchise is located;
2. Attached is a copy of the 15 year agreement for the use of the facility as a retained spring training franchise;
3. Osceola County provided more than 50% of the cost of acquisition, construction, and renovation of the facility and pays for the maintenance of the Facility;
4. Paid attendance at spring training games has been as follows:

SPRING SEASON	TOTAL ATTENDANCE	PAID ATTENDANCE
2005	58,581	51,551
2006	64,128	56,432
2007	58,655	51,616
2008	61,027	54,924
2009	65,804	57,643
2010	59,784	52,609
2011	65,367	51,297
2012	56,379	44,123
2013	53,603	41,967
2014	44,715	34,712
2015	50,714	40,781

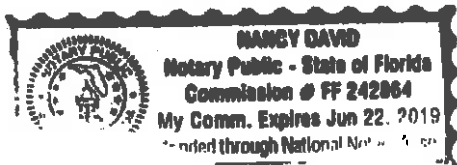
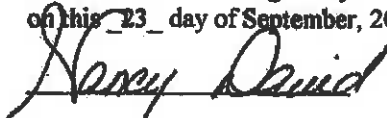
3. Osceola County is levying six cents of tourism development tax pursuant to F.S. 125.0104



County Manager
Osceola County, Florida

State of Florida
County of Osceola

This Document was signed by Donald Fisher, County Manager of Osceola County, who is personally known to me on this 23 day of September, 2015 and who indicated that the information contained herein is true and accurate



**St. Lucie County
(New York Mets)**

**BOARD
OF COUNTY
COMMISSIONERS**



**COUNTY
ADMINISTRATOR**
Howard N. Tipton

August 20, 2015

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sport Complex, a State Spring Training Facility (New York Mets) under Section 288-11621, Florida Statutes

Item #1: An excerpt from the St. Lucie County Clerk of Court 2014 Comprehensive Annual Financial Report (tab # 1 – pages 87 through 112) is submitted to support all local and state funds expended at the end of that fiscal year on the project being financed under Section 288-1162. Additionally, a one-page summary with substantiating accounting reports is attached to reflect the 2015 year-to-date expenditures.

BOARD
OF COUNTY
COMMISSIONERS



COUNTY
ADMINISTRATOR
Howard N. Tipton

August 20, 2015

Ms. Katherine Morrison
Manager of Strategic Industry Partnerships
Division of Strategic Business Development
Florida Department of Economic Opportunity
107 E. Madison Street, MSC 80 – Caldwell Building
Tallahassee, Florida 32399

Re: Local and State Funds Expended at Tradition Field – FY15 - Year-to-date actuals

Dear Ms. Morrison:

As requested in paragraph 1 of your memo dated July 1, 2015, the summary of expenditures is listed below:

- a. Municipal Service Taxing Unit (129)
Machinery and Equipment \$ 6,677.50

- b. Sports Complex Fund – Special Revenue (190)
Labor \$ 688,224.57
Operating Expenses \$ 991,595.58
Total: \$1,679,820.15

- c. State of Florida
Office of Tourism, Trades, and Economic \$ 241,840.06

- d. Sports Complex Improvement Fund (362)
Professional Services \$ 5,383.75
Maintenance Improvement Project \$ 287,540.09
Infrastructure \$ 192,339.00
Machinery & Equipment \$ 5,137.47
Total: \$ 490,400.31

Should you have any questions or need additional information, please feel free to contact me at 772-462-1527 or email Medorg@stlucieco.org.

Sincerely, *Maah Attleee, Deputy County Administrator*

	PRIOR YEAR BUDGET 14	PRIOR YEAR ACTUAL 14	CURRENT YEAR BUDGET 15	CURRENT YEAR ACTUAL 15	FY2015 REQT15	FY2015 APPD15
129 Parks MSTU Fund						
7210 Regional Parks & Stadiums						
127614 SLC Skate Park Restrooms	23,292.00	73,591.00	20,287.00-	0.00	0.00	0.00
562000 Buildings	59,976.00	7,977.93	21,986.00	0.00	0.00	21,986.00
563000 Infrastructure						
137602 Lawnwood Track						
563000 Infrastructure	379,000.00	379,000.00	0.00	0.00	0.00	0.00
137607 Lawnwood Baseball Expansion						
546300 Grounds Maintenance	0.00	0.00	0.00	1,095.30	0.00	0.00
563000 Infrastructure	944,221.00	719,330.76	170,973.00	167,529.65	50,000.00	170,973.00
563005 Infrastructure-Consulting Engi	0.00	22,757.37	0.00	0.00	0.00	0.00
563011 Infrastructure-Permits/Applica	0.00	80,902.63	0.00	0.00	0.00	0.00
564000 Machinery & Equipment	41,000.00	39,541.00	0.00	0.00	0.00	0.00
157600 Tradition Baseball Field Renovation						
563000 Infrastructure	0.00	0.00	150,000.00	142,453.50	0.00	0.00
1905 Projects to be determined-CIP Plan						
546200 Maintenance Improvement Projec	0.00	0.00	0.00	0.00	0.00	90,000.00
563000 Infrastructure	0.00	0.00	0.00	0.00	300,000.00	0.00
700 Culture/Recreation						
564000 Machinery & Equipment	46,000.00	42,902.62	115,000.00	111,875.11	0.00	115,000.00
581000 Grants & Aids to Governmental	11,700.00	12,353.00	12,538.00	11,541.00	12,383.00	12,538.00
581085 City of Port St. Lucie	1,387,531.00	1,466,514.00	1,496,726.00	1,395,763.00	1,477,236.00	1,496,726.00
581090 City of Ft Pierce	425,000.00	448,445.00	457,794.00	388,426.00	452,139.00	457,794.00
7516 South County Regional Stadium						
546200 Maintenance Improvement Projec	73,286.00	73,285.63	19,354.00	0.00	19,354.00	19,354.00
75201 Sports Complex						
546200 Maintenance Improvement Projec	6,511.00	4,650.00	0.00	0.00	0.00	0.00
564000 Machinery & Equipment	0.00	0.00	26,500.00	6,677.50	17,500.00	26,500.00
76022 BSL/Ravenswood Pool						
563000 Infrastructure	0.00	0.00	0.00	0.00	175,000.00	0.00
ORGN TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	1,904,028.00	2,005,247.63	1,986,412.00	1,796,825.30	1,961,112.00	2,076,412.00
Total Capital Expense	1,493,489.00	1,366,003.31	464,172.00	428,535.76	542,500.00	334,459.00
ORGN TOTAL EXPENSES	3,397,517.00	3,371,250.94	2,450,584.00	2,225,361.06	2,503,612.00	2,410,871.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	3,397,517.00-	3,371,250.94-	2,450,584.00-	2,225,361.06-	2,503,612.00-	2,410,871.00-

ST. LUCIE COUNTY - BOARD
 Budget Comparison Report

	PRIOR YEAR BUDGET 14	PRIOR YEAR ACTUAL 14	CURRENT YEAR BUDGET 15	CURRENT YEAR ACTUAL 15	FY2015 REQT15	FY2015 APPD15
190 Sports Complex Fund						
0000 Non-Departmental						
000 Non-Departmental						
334505 Office of Tourism, Trade & Econ	263,826.00	263,825.52	263,826.00	241,840.06	263,826.00	263,826.00
361100 Interest on Investments	5,600.00	2,333.28	1,300.00	3,616.71	1,300.00	1,300.00
361300 Unrealized Gain/Loss on Invest	0.00	137.43-	0.00	0.00	0.00	0.00
369915 Commission-Sales Tax	0.00	59.44	0.00	37.14	0.00	0.00
381610 Transfer From Tourist Developm	1,052,502.00	1,052,502.00	1,077,387.00	987,604.75	1,077,387.00	1,077,387.00
389902 Fund Balance Forward	728,627.00	0.00	737,139.00	0.00	482,436.00	482,436.00
389903 Less 5 Percent	52,741.00-	0.00	52,741.00-	0.00	52,741.00-	52,741.00-
ORGN TOTAL REVENUE	1,997,814.00	1,318,582.81	2,026,911.00	1,233,098.66	1,772,208.00	1,772,208.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	0.00	0.00	0.00	0.00	0.00	0.00
ORGN TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,997,814.00	1,318,582.81	2,026,911.00	1,233,098.66	1,772,208.00	1,772,208.00

	PRIOR YEAR BUDGET 14	PRIOR YEAR ACTUAL 14	CURRENT YEAR BUDGET 15	CURRENT YEAR ACTUAL 15	FY2015 REQ'T15	FY2015 APP'D15
190 Sports Complex Fund						
7210 Regional Parks & Stadiums						
19018 1/9/2014 Flash Flood - Gen Gov't						
546100 Building Maintenance	2,360.00	2,359.35	0.00	0.00	0.00	0.00
75201 Sports Complex						
347220 User Fees - Non-taxable	0.00	0.00	29,000.00	400.00	0.00	0.00
347221 User Fees	63,000.00	105,286.20	63,000.00	61,932.96	63,000.00	63,000.00
347511 Parking	60,000.00	75,423.89	60,000.00	70,025.20	60,000.00	60,000.00
347513 Ticket Sales	356,000.00	426,999.85	356,000.00	383,377.16	356,000.00	356,000.00
347514 Hook-up	500.00	0.00	500.00	0.00	500.00	500.00
347531 User Fees-Non Taxable	29,000.00	17,035.75	0.00	7,927.25	29,000.00	29,000.00
362001 Rent	1.00	2.00	1.00	0.00	1.00	1.00
364100 Sale of Fixed Assets	0.00	0.00	0.00	235.00	0.00	0.00
364490 Other Surplus Sales	0.00	0.00	0.00	200.00	0.00	0.00
365100 Scrap Sales	0.00	0.00	0.00	764.25	0.00	0.00
369910 Concessions	199,000.00	181,647.81	199,000.00	175,732.96	199,000.00	199,000.00
369911 Novelties	63,900.00	57,280.82	63,900.00	55,459.69	63,900.00	63,900.00
369912 Programs	14,000.00	8,006.42	14,000.00	7,609.68	14,000.00	14,000.00
369917 Miscellaneous	0.00	0.00	0.00	0.01	0.00	0.00
512000 Salaries	434,430.00	427,396.20	519,884.00	432,707.35	444,030.00	519,884.00
512005 Salaries-Reimbursements	0.00	125.00-	0.00	0.00	0.00	0.00
514000 Overtime	65,000.00	49,104.39	53,052.00	50,683.12	47,949.00	53,052.00
514500 Overtime-Holiday Pay	3,900.00	3,666.67	2,260.00	3,152.24	2,260.00	2,260.00
515100 Special-Cell Phone Allowance	600.00	309.27	602.00	0.00	602.00	602.00
521100 Social Security	31,200.00	28,552.42	35,663.00	28,978.02	30,960.00	35,663.00
521100 Medicare	7,300.00	6,677.62	8,338.00	6,777.12	7,240.00	8,338.00
522000 Retirement	34,980.00	33,867.61	42,620.00	35,756.19	37,000.00	42,620.00
523000 Group Insurance	111,095.00	106,916.84	154,262.00	104,451.86	118,220.00	154,262.00
523004 Dental	610.00	53.05	2,099.00	973.54	860.00	2,099.00
523050 Group Health-Administrative Fe	2,780.00	2,554.18	3,860.00	2,311.01	2,960.00	3,860.00
523100 Life Insurance	3,060.00	2,738.40	3,667.00	2,577.19	3,130.00	3,667.00
523200 EAP	1,660.00	1,741.68	2,032.00	243.33	1,660.00	2,032.00
524000 Worker's Compensation	28,100.00	17,346.51	33,495.00	18,008.30	28,780.00	33,495.00
525000 Unemployment Compensation	1,650.00	1,579.62	1,884.00	1,605.30	1,640.00	1,884.00
534000 Other Contractual Services	165,100.00	189,032.18	187,983.00	219,432.90	187,983.00	187,983.00
534110 Software Support Contracts	0.00	0.00	0.00	1,077.00	0.00	0.00
534300 Contract Labor	124,000.00	95,859.56	0.00	4,563.92	108,792.00	0.00
540000 Travel	250.00	195.20	250.00	70.13	250.00	250.00
541000 Communications	38,111.00	38,112.24	43,857.00	45,074.62	43,857.00	43,857.00
542000 Postage & Freight	125.00	124.48	18.00	19.60	18.00	18.00
543000 Utilities	313,410.00	313,409.36	321,286.00	256,253.21	321,286.00	321,286.00
543401 Landfill Charges	515.00	433.10	477.00	607.48	477.00	477.00
544100 Equipment Rental	7,098.00	7,097.94	9,227.00	3,821.84	9,227.00	9,227.00
545000 Insurance & Bonds-Specific Pol	107,678.00	99,206.41	107,678.00	0.00	107,678.00	107,678.00
546000 Equipment Maintenance	71,283.00	67,676.81	77,342.00	71,102.78	77,342.00	77,342.00
546050 Air Conditioner Maintenance	22,771.00	22,770.04	11,474.00	6,827.35	11,474.00	11,474.00
546070 Maintenance-Electrical Equipme	5,000.00	4,999.00	0.00	0.00	0.00	0.00
546100 Building Maintenance	85,471.00	85,470.76	72,345.00	60,681.81	72,345.00	72,345.00

	PRIOR YEAR BUDGET 14	PRIOR YEAR ACTUAL 14	CURRENT YEAR BUDGET 15	CURRENT YEAR ACTUAL 15	FY2015 REQ'T15	FY2015 APP'D15
546200 Maintenance Improvement Project	99,836.00	99,667.92	0.00	0.00	0.00	0.00
546300 Grounds Maintenance	192,117.00	192,116.43	169,110.00	112,352.48	169,110.00	169,110.00
546320 Irrigation Maintenance	0.00	0.00	0.00	6,232.30	0.00	0.00
547000 Printing & Binding	400.00	60.00	0.00	0.00	0.00	0.00
549160 Storm Water Assessment	42,127.00	42,092.87	42,093.00	42,092.87	42,093.00	42,093.00
549305 Credit Card Fees	0.00	0.22	0.00	235.00	0.00	0.00
549965 Interdepartmental Direct Chary	17,904.00	17,481.31	10,066.00	11,628.05	10,066.00	10,066.00
551000 Office Supplies	1,713.00	1,712.96	810.00	586.67	810.00	810.00
551100 Small Tools	1,795.00	1,696.70	1,732.00	2,526.82	1,732.00	1,732.00
551200 Equipment < \$1000	23,624.00	23,623.95	12,875.00	19,630.50	12,875.00	12,875.00
551501 Office Supplies-Computer	335.00	61.04	0.00	0.00	0.00	0.00
552000 Operating Supplies	59,840.00	59,839.89	73,125.00	67,226.49	73,125.00	73,125.00
552050 Safety Supplies	1,033.00	1,032.84	1,156.00	427.45	1,156.00	1,156.00
552300 Chemicals	33,407.00	33,407.53	46,392.00	40,181.50	46,392.00	46,392.00
552311 Landscaping Supplies	19,169.00	19,167.19	11,603.00	8,502.03	11,603.00	11,603.00
552500 Gas, Oil, Grease	8,742.00	7,912.45	9,010.00	4,837.03	9,010.00	9,010.00
552910 Uniforms	2,551.00	2,086.40	1,468.00	1,400.75	1,468.00	1,468.00
555000 Training-Seminar Registrations	0.00	50.00	750.00	258.00	750.00	750.00
564000 Machinery & Equipment	71,150.00	70,558.94	0.00	0.00	13,400.00	0.00
ORGN TOTAL REVENUE	785,401.00	871,682.74	785,401.00	763,664.16	785,401.00	785,401.00
Total Labor Expense	726,365.00	682,379.46	863,718.00	688,224.57	727,291.00	863,718.00
Total Operating Expense	1,447,765.00	1,428,726.13	1,212,127.00	987,650.58	1,320,919.00	1,212,127.00
Total Capital Expense	71,150.00	70,558.94	0.00	0.00	13,400.00	0.00
ORGN TOTAL EXPENSES	2,245,280.00	2,181,664.53	2,075,845.00	1,675,875.15	2,061,610.00	2,075,845.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,459,879.00-	1,309,981.79-	1,290,444.00-	912,210.99-	1,276,209.00-	1,290,444.00-

	PRIOR YEAR BUDGET 14	PRIOR YEAR ACTUAL 14	CURRENT YEAR BUDGET 15	CURRENT YEAR ACTUAL 15	FY2015 REQ'T15	FY2015 APP'D15
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190 Sports Complex Fund						
75201 Sports Complex - SLC Maintenance						
700 Culture/Recreation						
54600 Equipment Maintenance	0.00	0.00	0.00	2,575.00	0.00	0.00
551000 Office Supplies	0.00	0.00	0.00	217.14	0.00	0.00
552000 Operating Supplies	0.00	0.00	0.00	1,153.00	0.00	0.00
ORGAN TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	3,945.14	0.00	0.00
Total Capital Expense	0.00	0.00	0.00	0.00	0.00	0.00
ORGAN TOTAL EXPENSES	0.00	0.00	0.00	3,945.14	0.00	0.00
ORGAN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGAN NET	0.00	0.00	0.00	3,945.14-	0.00	0.00

ST. LUCIE COUNTY - BOARD
 Budget Comparison Report

	PRIOR YEAR BUDGET 14	PRIOR YEAR ACTUAL 14	CURRENT YEAR BUDGET 15	CURRENT YEAR ACTUAL 15	FY2015 REQ15	FY2015 APP15
362 Sports Complex Improv Fund						
7210 Regional Parks & Stadiums						
107607 Sterilng Facilities Scvs Cap Improv	60,085.00	60,084.56	11,600.00	5,383.75	0.00	0.00
531000 Professional Services	20,110.00	20,109.25	0.00	0.00	0.00	0.00
544100 Equipment Rental	34,623.00	17,240.00	286,125.00	282,540.09	759,681.00	759,681.00
546200 Maintenance Improvement Project	0.00	0.00	474,400.00	192,339.00	0.00	0.00
563000 Infrastructure	205,014.00	205,013.87	5,319.00	5,137.47	0.00	0.00
564000 Machinery & Equipment	430,549.00	0.00	0.00	0.00	0.00	0.00
599330 Project Reserve						
127610 2011 First Base Bleacher Expansion	64,101.00	0.00	0.00	0.00	64,101.00	64,101.00
562000 Buildings						
137607 Lawwood Baseball Expansion	300,000.00	198,759.92	101,240.00	101,137.12	0.00	247,048.00
563000 Infrastructure						
75201 Sports Complex						
546200 Maintenance Improvement Project	86,904.00	54,137.00	5,000.00	5,000.00	0.00	0.00
ORGN TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	632,271.00	151,570.81	302,725.00	292,923.84	759,681.00	759,681.00
Total Capital Expense	569,115.00	403,773.79	580,959.00	298,613.59	64,101.00	311,149.00
ORGN TOTAL EXPENSES	1,201,386.00	555,344.60	883,684.00	591,537.43	823,782.00	1,070,830.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,201,386.00-	555,344.60-	883,684.00-	591,537.43-	823,782.00-	1,070,830.00-

Nonmajor Governmental Fund Descriptions

Special Revenue Funds

Special Revenue Funds are used to account for specific revenue sources that are legally restricted to expenditures for specific purposes.

Unincorporated Services Fund – The fund is used to account for Ad Valorem taxes, fees and fines that are restricted to the Unincorporated District for economic development expenditures.

Law Enforcement MSTU Fund – The fund is used to account for Ad Valorem taxes that are transferred to the Fine & Forfeiture Fund for the Unincorporated Area Road patrol expenditures.

Grants and Donations Fund – The fund is used to account for Federal, State, Local and other grant revenue sources.

Library Special Fund – The fund is used to account for State grants and donations made to the library.

Drug Abuse Fund – The fund is used to account for Drug Abuse Court fines.

Special Assessment District Fund – The fund is used to account for Ad Valorem taxes that are restricted to Unincorporated District for economic development.

Parks MSTU Fund – The fund is used to account for Ad Valorem taxes that are restricted to capital improvements to recreational facilities.

SLC Public Transit MSTU Fund – The fund is used to account Ad Valorem taxes that are used for local public transportation expenditures.

Port Fund – The fund is used to account for Special Assessments, Federal and State grants used for Port development.

Airport Fund – The fund is used to account for Federal and State grants used for expansion and operations of the Airport.

Mosquito Control Fund – The fund is used to account for the operations of the Mosquito Control District, which are funded by Ad Valorem taxes.

Impact Fee Collections Fund – The fund is used to account for the administration of impact fee collections.

Plan Maintenance RAD Fund – The fund is used to account other contributions and State grants for the radiological planning and exercises.

Tourism Development 1st, 2nd, 3rd & 5th Cent Fund – The fund is used to account for Tourism Development taxes which are used for Sports Complex parks and recreation improvements.

Court Facility Fund – The fund is used to account for Court Fees restricted to Judicial maintenance & capital improvements.

SLC Housing Finance Authority Fund – The fund is used to account for residual funds from loan programs.

Environmental Land Acquisitions Fund – The fund is used to account for the purchase of environmentally sensitive land.

Court Administrator Fund – The fund is used to account for Court Administration, Mediation through fines and forfeitures, other Circuit Counties Share and Grant funding.

Erosion Control Fund – The fund is used to account for Ad Valorem taxes restricted to erosion control operations, maintenance and construction.

Housing Assistance SHIP Fund – The fund is used to account for Grant funding for Housing Assistance Programs.

Boating Improvement Projects Fund – The fund is used to account for Vessel fees used for boating improvements.

Bluefield Ranch Improvements Fund – The fund is used to account for private contributions and Campsite User fees for property management and restoration.

Florida Housing Grant Fund – The fund is used to account for Federal, State and other grant funding that provide housing related assistance for eligible County residents.

Sports Complex Fund – The fund is used to account for operating revenues and the 2-cent tourism tax revenues to pay for the operation and maintenance of the facility.

Law Enforcement Fund – The fund is used to account for the proceeds from the sale of confiscated property through the Sheriff's office.

SLC Art in Public Places Fund – The fund is used to account for art work per local ordinance through various capital projects.

SLC Economic Development Fund – The fund is used to account for local business taxes and delinquent taxes.

Clerk of the Circuit Court Fund – The fund is used to account for Clerk's Court Modernization Trust Fund.

Sheriff Fund – The fund is used to account for grant funds and other revenue received for specific purposes.

Supervisor of Elections Fund – The fund is used to account for the receipt of grant funds.

Debt Service Funds

Debt Service Funds are used to account for the accumulation of pledged funds that are legally restricted to pay debts.

Communication System I & S Fund – The fund is used to account for the accumulation of other miscellaneous revenues pledged to pay the principal, interest, and fiscal charges on the 800 MHz radio system.

Impact Fees I & S Fund – The fund is used to account for the accumulation of Special Assessments and Impact Fees pledged to pay the principal, interest, and fiscal charges on the Rock Road Jail security system.

Sales Tax Revenue Bonds I&S – The Sales Tax Revenue Bonds I&S Fund accounts for the accumulation of sales tax revenues pledged to pay the principal, interest, and other fiscal charges on the Sales Tax Refunding Revenue Bonds.

County Capital I & S Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue note.

State Revenue Sharing Bonds I & S Fund – The fund is used to account for the accumulation of State shared revenues pledged to pay the principal, interest, and fiscal charges on the State Revenue Sharing bonds.

Transportation I & S Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Transportation Revenue note.

Port I & S Fund – The fund is used to account for the accumulation of Ad Valorem taxes pledged to pay the principal, interest, and fiscal charges on the purchasing of land in the Port of Fort Pierce Bond.

Capital Projects I & S Fund – The fund is used to account for the accumulation of Interfund Transfers pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU's.

Tourism Development 4th Cent I & S Fund – The fund is used to account for the accumulation of Sales, Use and Fuel taxes pledged to pay the principal, interest, and fiscal charges on the Improvement of the Thomas J White Stadium bond.

River Branch I & S Fund – The fund is used to account for the accumulation of Special Assessment and Impact fees pledged to pay the principal, interest, and fiscal charges on the River Branch Estates MSBU Improvement bonds. **This fund had no assets or liabilities at September 30, 2014, so no balance sheet is presented.**

Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital projects other than those financed by proprietary funds.

Impact Fee Fund – The fund is used to account for Impact fees used for parks, libraries, public buildings and correctional buildings.

County Capital Fund – The fund is used to account for the transportation and park capital projects, which are funded by gas tax and franchise fees.

County Capital State Revenue Share Bond Fund – The fund is used to account for state revenue sharing monies used for capital improvements.

County Capital Transportation Bond Fund – The fund is used to account for the transportation capital projects funded by bond proceeds pledged by gas tax revenues.

Sports Complex Improvements Fund – The fund is used to account for cash balances from bond proceeds used for sports complex projects.

Environmental Land Capital Fund – The fund is used to account for cash balances from bond proceeds used for land acquisitions.

MSBU Internal Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and to pay for capital project related expenditures.

MSBU External Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and debt proceeds to pay for capital projects and project related expenditures.

St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2014

	<u>Special Revenue</u>			
	<u>Unincorporated Services</u>	<u>Law Enforcement MSTU</u>	<u>Grants and Donations</u>	<u>Library Special</u>
ASSETS				
Cash and investments	\$ 7,866,205	\$ 676,901	\$ 417,061	\$ 17,711
Accounts receivable	227,244	-	-	-
Interest receivable	17,562	1,709	1,232	41
Due from other funds	37,176	23,995	-	-
Due from other governments	266,550	377	13,923	-
Inventories	-	-	-	-
Prepaid items	657	-	-	-
Total assets	<u>\$ 8,415,394</u>	<u>\$ 702,982</u>	<u>\$ 432,216</u>	<u>\$ 17,752</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ 685,813	\$ -	\$ 137	\$ -
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	25,742	-	-	-
Due to other funds	-	-	150,000	-
Due to other governments	96	-	-	-
Unearned revenues	-	-	-	-
Total liabilities	<u>711,651</u>	<u>-</u>	<u>150,137</u>	<u>-</u>
FUND BALANCES				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	657	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	282,079	17,752
Committed to:				
Public safety	-	-	-	-
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated Services	7,703,086	-	-	-
Other purposes	-	702,982	-	-
Total fund balances	<u>7,703,743</u>	<u>702,982</u>	<u>282,079</u>	<u>17,752</u>
Total liabilities and fund balances	<u>\$ 8,415,394</u>	<u>\$ 702,982</u>	<u>\$ 432,216</u>	<u>\$ 17,752</u>

Special Revenue

Drug Abuse	Special Assessment District	Parks MSTU	SLC Public Transit MSTU	Port	Airport
\$ 64,201	\$ 202,774	\$ 2,389,095	\$ 2,333,413	\$ 4,883,941	\$ 1,204,549
-	-	-	-	27,855	12,161
138	448	5,147	5,295	11,384	2,016
-	1,232	24,056	13,128	138	-
3,691	43	803	512,524	143,662	29,756
-	-	-	-	-	-
-	-	-	-	-	-
<u>\$ 68,030</u>	<u>\$ 204,497</u>	<u>\$ 2,419,101</u>	<u>\$ 2,864,360</u>	<u>\$ 5,066,980</u>	<u>\$ 1,248,482</u>
\$ -	\$ 19,528	\$ 178,030	\$ 517,642	\$ 293,494	\$ 171,070
-	-	-	-	-	-
-	-	-	-	300	14,986
-	1,626	103,089	-	227	8,121
-	-	-	-	-	4,618
-	21,154	281,119	517,642	294,021	198,795
-	-	-	-	-	-
-	-	-	-	4,772,959	-
-	-	2,137,982	-	-	-
-	-	-	2,346,718	-	1,049,687
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
68,030	-	-	-	-	-
-	183,343	-	-	-	-
-	-	-	-	-	-
<u>68,030</u>	<u>183,343</u>	<u>2,137,982</u>	<u>2,346,718</u>	<u>4,772,959</u>	<u>1,049,687</u>
<u>\$ 68,030</u>	<u>\$ 204,497</u>	<u>\$ 2,419,101</u>	<u>\$ 2,864,360</u>	<u>\$ 5,066,980</u>	<u>\$ 1,248,482</u>

(continued)

St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2014

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
ASSETS				
Cash and investments	\$ 5,224,028	\$ 147,837	\$ 48,879	\$ 797,164
Accounts receivable	41,594	-	-	-
Interest receivable	11,682	315	173	1,727
Due from other funds	39,238	-	-	19,173
Due from other governments	2,839	-	-	124,975
Inventories	295,917	-	-	-
Prepaid items	-	-	-	-
Total assets	\$ 5,615,298	\$ 148,152	\$ 49,052	\$ 943,039
LIABILITIES				
Accounts payable and other current liabilities	\$ 230,421	\$ 984	\$ 7,342	\$ 16,104
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	22,694	-	-	-
Unearned revenues	-	-	14,748	-
Total liabilities	253,115	984	22,090	16,104
FUND BALANCES (DEFICITS)				
Nonspendable:				
Inventories of supplies	295,917	-	-	-
Prepaid items	-	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	5,066,266	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	26,962	926,935
Committed to:				
Public safety	-	-	-	-
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated Services	-	-	-	-
Other purposes	-	147,168	-	-
Total fund balances	5,362,183	147,168	26,962	926,935
Total liabilities and fund balances	\$ 5,615,298	\$ 148,152	\$ 49,052	\$ 943,039

Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ 1,014,549	\$ 20,806	\$ 197,988	\$ 2,176,729	\$ 3,734,346	\$ 429,985
2,086	45	305	525	-	939
77,442	-	-	4,829	8,290	-
-	-	-	93,899	9,584	-
-	-	-	-	1,141,174	-
-	-	-	-	-	-
<u>\$ 1,094,077</u>	<u>\$ 20,851</u>	<u>\$ 198,293</u>	<u>\$ 2,275,982</u>	<u>\$ 4,893,394</u>	<u>\$ 430,924</u>
\$ -	\$ -	\$ -	\$ 32,765	\$ 66,502	\$ 264
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	3,017	788	-
-	-	-	-	-	228,083
-	-	-	35,782	67,290	228,347
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	4,826,104	-
-	-	-	2,240,200	-	-
-	-	198,293	-	-	-
-	-	-	-	-	-
1,094,077	-	-	-	-	202,577
-	20,851	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>1,094,077</u>	<u>20,851</u>	<u>198,293</u>	<u>2,240,200</u>	<u>4,826,104</u>	<u>202,577</u>
<u>\$ 1,094,077</u>	<u>\$ 20,851</u>	<u>\$ 198,293</u>	<u>\$ 2,275,982</u>	<u>\$ 4,893,394</u>	<u>\$ 430,924</u>

(continued)

St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2014

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
ASSETS				
Cash and investments	\$ 985,527	\$ 131,842	\$ 4,230	\$ 116,409
Accounts receivable	-	-	-	756,946
Interest receivable	2,101	281	32	351
Due from other funds	-	-	-	-
Due from other governments	73,951	-	7,583	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 1,061,579</u>	<u>\$ 132,123</u>	<u>\$ 11,845</u>	<u>\$ 873,706</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ 22,116	\$ -	\$ 2,692	\$ 128,270
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	300
Due to other funds	-	-	-	-
Due to other governments	-	-	-	7,998
Unearned revenues	-	-	-	-
Total liabilities	<u>22,116</u>	<u>-</u>	<u>2,692</u>	<u>136,568</u>
FUND BALANCES (DEFICITS)				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	1,039,463	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	132,123	9,153	737,138
Committed to:				
Public safety	-	-	-	-
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated Services	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>1,039,463</u>	<u>132,123</u>	<u>9,153</u>	<u>737,138</u>
Total liabilities and fund balances	<u>\$ 1,061,579</u>	<u>\$ 132,123</u>	<u>\$ 11,845</u>	<u>\$ 873,706</u>

Special Revenue

Law Enforcement	SLC Art in Public Places	SLC Economic Development	Clerk of the Circuit Court	Sheriff	Supervisor of Elections
\$ 167,638	\$ 19	\$ 3,000	\$ 692,761	\$ 2,956,911	\$ 35
-	-	-	-	162,224	-
315	-	-	-	624,323	-
-	-	16,937	-	221,182	-
-	-	-	1,066	-	-
<u>\$ 167,953</u>	<u>\$ 19</u>	<u>\$ 19,937</u>	<u>\$ 693,827</u>	<u>\$ 3,964,640</u>	<u>\$ 35</u>
\$ -	\$ -	\$ 14,525	\$ 15,105	\$ 30,037	\$ -
-	-	-	-	-	-
163,421	-	-	-	1,744,159	-
-	-	-	-	-	-
<u>163,421</u>	<u>-</u>	<u>14,525</u>	<u>15,105</u>	<u>1,774,196</u>	<u>-</u>
-	-	-	1,066	-	-
-	-	-	-	-	-
-	-	-	-	460,833	-
-	-	-	677,656	-	-
-	19	-	-	-	-
4,532	-	5,412	-	-	35
-	-	-	-	1,729,611	-
-	-	-	-	-	-
<u>4,532</u>	<u>19</u>	<u>5,412</u>	<u>678,722</u>	<u>2,190,444</u>	<u>35</u>
<u>\$ 167,953</u>	<u>\$ 19</u>	<u>\$ 19,937</u>	<u>\$ 693,827</u>	<u>\$ 3,964,640</u>	<u>\$ 35</u>

(continued)

St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2014


	Debt Service			
	Communication System I & S	Impact Fees I & S	Sales Tax Revenue Bond I & S	County Capital I & S
ASSETS				
Cash and investments	\$ 762,623	\$ 140,592	\$ 3,646,043	\$ 1,307,056
Accounts receivable	-	-	-	-
Interest receivable	1,517	-	8,203	2,919
Due from other funds	-	-	-	-
Due from other governments	32,042	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	305,707	-
Total assets	<u>\$ 796,182</u>	<u>\$ 140,592</u>	<u>\$ 3,959,953</u>	<u>\$ 1,309,975</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ -	\$ -	\$ -	\$ -
Matured bonds payable	-	100,000	2,180,000	894,828
Matured interest payable	60,831	30,866	1,276,125	61,317
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues	-	-	-	-
Total liabilities	<u>60,831</u>	<u>130,866</u>	<u>3,456,125</u>	<u>956,145</u>
FUND BALANCES (DEFICITS)				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	305,707	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	735,351	9,726	198,121	353,830
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	-	-
Committed to:				
Public safety	-	-	-	-
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated Services	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>735,351</u>	<u>9,726</u>	<u>503,828</u>	<u>353,830</u>
Total liabilities and fund balances	<u>\$ 796,182</u>	<u>\$ 140,592</u>	<u>\$ 3,959,953</u>	<u>\$ 1,309,975</u>

State Revenue Sharing Bond I & S	Debt Service				Capital Projects
	Transportation I & S	Port I & S	Capital Projects I & S	Tourism Development 4th Cent I & S	Impact Fee
\$ 1,071,145	\$ 243,265	\$ 279,441	\$ 22,400	\$ 919,043	\$ 22,402,253
2,284	518	598	48	1,773	48,333
-	-	1,621	-	9,615	138,101
-	-	53	-	62,675	-
1,100	-	-	-	-	-
<u>\$ 1,074,529</u>	<u>\$ 243,783</u>	<u>\$ 281,713</u>	<u>\$ 22,448</u>	<u>\$ 993,106</u>	<u>\$ 22,588,687</u>
\$ 570,000	-	-	-	-	\$ 86,206
187,828	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	10
-	-	-	-	-	-
<u>757,828</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>86,216</u>
1,100	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
315,601	243,783	281,713	22,448	993,106	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
316,701	243,783	281,713	22,448	993,106	22,502,471
<u>\$ 1,074,529</u>	<u>\$ 243,783</u>	<u>\$ 281,713</u>	<u>\$ 22,448</u>	<u>\$ 993,106</u>	<u>\$ 22,588,687</u>

(continued)

St. Lucie County, Florida
Combining Balance Sheet
Nonmajor Governmental Funds
September 30, 2014

Capital Projects

	County Capital	County Capital State Revenue Share Bond	County Capital Transportation Bond	 Improvements
ASSETS				
Cash and investments	\$ 6,910,616	\$ 3,468,050	\$ 12,355,916	\$ 1,002,143
Accounts receivable	75,000	-	-	-
Interest receivable	12,109	7,393	28,134	2,177
Due from other funds	-	-	-	-
Due from other governments	84,947	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 7,082,672</u>	<u>\$ 3,475,443</u>	<u>\$ 12,384,050</u>	<u>\$ 1,004,320</u>
LIABILITIES				
Accounts payable and other current liabilities	\$ 48,354	\$ 1,850	\$ 83,850	\$ 117,550
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues	-	-	-	-
Total liabilities	<u>48,354</u>	<u>1,850</u>	<u>83,850</u>	<u>117,550</u>
FUND BALANCES (DEFICITS)				
Nonspendable:				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
Restricted:				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	7,034,318	3,473,593	12,300,200	886,770
Other purposes	-	-	-	-
Committed to:				
Public safety	-	-	-	-
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated Services	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>7,034,318</u>	<u>3,473,593</u>	<u>12,300,200</u>	<u>886,770</u>
Total liabilities and fund balances	<u>\$ 7,082,672</u>	<u>\$ 3,475,443</u>	<u>\$ 12,384,050</u>	<u>\$ 1,004,320</u>

Capital Projects

Environmental Land Capital	MSBU Internal Financed Projects	MSBU External Financed Projects	Total Nonmajor Governmental
\$ 3,540,039	\$ 824,770	\$ 1,567,329	\$ 99,369,258
317	-	798	1,304,664
7,545	1,758	3,295	207,047
-	173	1,575	805,027
-	-	1,590	3,050,719
-	-	-	295,917
-	-	-	308,530
<u>\$ 3,547,901</u>	<u>\$ 826,701</u>	<u>\$ 1,574,587</u>	<u>\$ 105,341,162</u>
\$ 1,521	\$ -	\$ 36	\$ 2,772,208
-	-	-	3,744,828
-	-	-	1,616,967
-	-	-	41,328
-	-	-	2,057,580
-	-	-	147,666
-	-	-	247,449
<u>1,521</u>	<u>-</u>	<u>36</u>	<u>10,628,026</u>
-	-	-	295,917
-	-	-	308,530
-	-	-	4,772,959
-	-	-	4,826,104
-	-	-	2,137,982
-	-	-	2,240,200
-	-	-	3,396,405
-	-	-	3,153,679
3,546,380	-	-	3,744,673
-	-	-	460,833
-	-	-	677,656
-	-	-	5,066,266
-	-	-	1,094,077
-	-	-	202,577
-	-	-	1,039,463
-	-	-	19
-	826,701	1,574,551	48,598,604
-	-	-	2,231,002
-	-	-	1,729,611
-	-	-	183,343
-	-	-	7,703,086
-	-	-	850,150
<u>3,546,380</u>	<u>826,701</u>	<u>1,574,551</u>	<u>94,713,136</u>
<u>\$ 3,547,901</u>	<u>\$ 826,701</u>	<u>\$ 1,574,587</u>	<u>\$ 105,341,162</u>

St. Lucie County, Florida
**Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds**
For the year ended September 30, 2014

	<u>Special Revenue</u>			
	<u>Unincorporated Services</u>	<u>Law Enforcement MSTU</u>	<u>Grants and Donations</u>	<u>Library Special</u>
REVENUES				
Taxes:				
Property	\$ 5,293,852	\$ 3,418,425	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	63,690	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	2,661,856	27,030	60,967	91,460
Charges for services	153,693	-	-	-
Fines and forfeitures	162,388	-	152,976	-
Investment income	60,150	8,700	4,168	116
Contributions from property owners	-	-	-	-
Miscellaneous	32,248	-	-	-
Total revenues	<u>8,427,877</u>	<u>3,454,155</u>	<u>218,111</u>	<u>91,576</u>
EXPENDITURES				
Current:				
General government	1,564,398	2,051	-	-
Public safety	751,716	-	60,967	-
Physical environment	1,701,414	-	-	-
Transportation	190,619	-	-	-
Economic environment	-	-	-	-
Human services	508,314	-	6,367	-
Culture and recreation	-	-	37,441	85,188
Court-related	-	-	-	-
Capital outlay	3,820,291	-	8,319	2,839
Debt service:				
Principal retirement	1,646	-	-	-
Interest	27	-	-	-
Other	-	-	-	-
Total expenditures	<u>8,538,425</u>	<u>2,051</u>	<u>113,094</u>	<u>88,027</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(110,548)</u>	<u>3,452,104</u>	<u>105,017</u>	<u>3,549</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(227,089)	(3,079,548)	(150,000)	-
Total other financing sources (uses)	<u>(227,089)</u>	<u>(3,079,548)</u>	<u>(150,000)</u>	<u>-</u>
Net change in fund balances	<u>(337,637)</u>	<u>372,556</u>	<u>(44,983)</u>	<u>3,549</u>
Fund balances - beginning, restated	8,041,380	330,426	327,062	14,203
Change in reserve for inventory of supplies	-	-	-	-
Fund balances - ending	<u>\$ 7,703,743</u>	<u>\$ 702,982</u>	<u>\$ 282,079</u>	<u>\$ 17,752</u>

Special Revenue

Drug Abuse	Special Assessment District	Parks MSTU	SLC Public Transit MSTU	Port	Airport
\$ -	\$ -	\$ 3,417,140	\$ 1,864,493	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	192,947	-	-	21,604	-
-	-	12,252	4,018,387	531,779	1,381,424
-	-	-	40,631	-	462,564
51,417	-	-	-	-	-
433	1,613	22,549	15,748	38,004	6,697
-	-	-	15,750	-	-
-	-	282,618	-	28,223	104,294
<u>51,850</u>	<u>194,560</u>	<u>3,734,559</u>	<u>5,955,009</u>	<u>619,610</u>	<u>1,954,979</u>
1,892	-	-	-	752	-
-	-	-	-	-	-
-	183,482	-	4,394,875	677,057	1,439,591
-	-	-	-	-	-
-	-	2,162,847	-	-	-
-	-	-	-	-	-
-	-	2,031,405	1,454,454	811,653	1,258,504
-	-	-	-	-	-
-	-	855,000	-	24,084	124
-	-	195,626	-	31,274	2
-	-	-	-	-	-
<u>1,892</u>	<u>183,482</u>	<u>5,244,878</u>	<u>5,849,329</u>	<u>1,544,820</u>	<u>2,698,221</u>
49,958	11,078	(1,510,319)	105,680	(925,210)	(743,242)
-	-	-	72,637	-	881,841
(40,000)	(4,617)	(97,165)	(53,173)	(294)	(103,334)
(40,000)	(4,617)	(97,165)	19,464	(294)	778,507
9,958	6,461	(1,607,484)	125,144	(925,504)	35,265
58,072	176,882	3,745,466	2,221,574	5,698,463	1,014,422
-	-	-	-	-	-
<u>\$ 68,030</u>	<u>\$ 183,343</u>	<u>\$ 2,137,982</u>	<u>\$ 2,346,718</u>	<u>\$ 4,772,959</u>	<u>\$ 1,049,687</u>

(continued)

St. Lucie County, Florida
**Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds**
For the year ended September 30, 2014

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd, & 5th Cent
REVENUES				
Taxes:				
Property	\$ 5,846,518	\$ -	\$ -	\$ -
Tourist	-	-	-	2,024,109
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	127,211	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	41,067	1,068	528	5,173
Contributions from property owners	-	-	383,710	-
Miscellaneous	143,740	4,008	1,010	7,800
Total revenues	<u>6,158,536</u>	<u>5,076</u>	<u>385,248</u>	<u>2,037,082</u>
EXPENDITURES				
Current:				
General government	224,266	30,797	-	61,868
Public safety	-	-	383,710	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	742,665
Human services	2,702,579	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	646,132	-	-	-
Debt service:				
Principal retirement	472	41	-	-
Interest	8	1	-	-
Other	-	-	-	-
Total expenditures	<u>3,573,457</u>	<u>30,839</u>	<u>383,710</u>	<u>804,533</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,585,079</u>	<u>(25,763)</u>	<u>1,538</u>	<u>1,232,549</u>
OTHER FINANCING SOURCES (USES)				
Transfers in				
Transfers out	(176,391)	-	-	(1,095,168)
Total other financing sources (uses)	<u>(176,391)</u>	<u>-</u>	<u>-</u>	<u>(1,095,168)</u>
Net change in fund balances	2,408,688	(25,763)	1,538	137,381
Fund balances - beginning, restated	2,888,329	172,931	25,424	789,554
Change in reserve for inventory of supplies	65,166	-	-	-
Fund balances - ending	<u>\$ 5,362,183</u>	<u>\$ 147,168</u>	<u>\$ 26,962</u>	<u>\$ 926,935</u>

Special Revenue

Court Facility	SLC Housing Finance Authority	Environment Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ -	\$ -	\$ -	\$ -	\$ 1,360,641	\$ -
-	-	-	-	-	-
-	-	-	5,250	-	-
-	-	30,000	406,681	5,310,302	59,537
895,679	-	-	192,196	-	-
-	-	-	-	-	-
5,839	145	667	16,367	30,637	22,656
-	-	-	-	-	-
1,875	1,528	60,203	-	42	17,092
<u>903,393</u>	<u>1,673</u>	<u>90,870</u>	<u>620,494</u>	<u>6,701,622</u>	<u>99,285</u>
14,661	944	-	23,913	51,095	-
-	-	195	-	3,226,182	-
-	-	-	-	-	78,764
-	-	-	-	137,243	-
178,569	-	-	1,145,916	-	-
102,593	-	14,255	-	2,138	-
-	-	-	-	83	-
-	-	-	-	1	-
<u>295,823</u>	<u>944</u>	<u>14,450</u>	<u>1,169,829</u>	<u>3,416,742</u>	<u>78,764</u>
607,570	729	76,420	(549,335)	3,284,880	20,521
-	-	109,413	403,494	-	-
(515,341)	-	-	(40,272)	(38,776)	-
<u>(515,341)</u>	<u>-</u>	<u>109,413</u>	<u>363,222</u>	<u>(38,776)</u>	<u>-</u>
92,229	729	185,833	(186,113)	3,246,104	20,521
1,001,848	20,122	12,460	2,426,313	1,580,000	182,056
-	-	-	-	-	-
<u>\$ 1,094,077</u>	<u>\$ 20,851</u>	<u>\$ 198,293</u>	<u>\$ 2,240,200</u>	<u>\$ 4,826,104</u>	<u>\$ 202,577</u>

(continued)

St. Lucie County, Florida
**Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds**
For the year ended September 30, 2014

	Special Revenue			
	Boating Improvement Project	Bluefield Ranch Improvements	Florida Housing Grant	State Grant
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	73,951	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	952,519	263,826
Charges for services	-	42	-	624,746
Fines and forfeitures	-	-	-	-
Investment income	6,958	910	60	2,194
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	246,996
Total revenues	<u>80,909</u>	<u>952</u>	<u>952,579</u>	<u>1,137,762</u>
EXPENDITURES				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	836,246	-
Human services	-	-	-	-
Culture and recreation	62,419	-	-	2,111,106
Court-related	-	-	-	-
Capital outlay	45,062	-	-	70,559
Debt service:				
Principal retirement	-	-	-	87
Interest	-	-	-	1
Other	-	-	-	-
Total expenditures	<u>107,481</u>	<u>-</u>	<u>836,246</u>	<u>2,181,753</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(26,572)</u>	<u>952</u>	<u>116,333</u>	<u>(1,043,991)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	1,052,502
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,052,502</u>
Net change in fund balances	<u>(26,572)</u>	<u>952</u>	<u>116,333</u>	<u>8,511</u>
Fund balances - beginning, restated	1,066,035	131,171	(107,180)	728,627
Change in reserve for inventory of supplies	-	-	-	-
Fund balances - ending	<u>\$ 1,039,463</u>	<u>\$ 132,123</u>	<u>\$ 9,153</u>	<u>\$ 737,138</u>

Special Revenue

<u>Law Enforcement</u>	<u>SLC Art in Public Places</u>	<u>SLC Economic Development</u>	<u>Clerk of the Circuit Court</u>	<u>Sheriff</u>	<u>Supervisor of Elections</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	58,255	-	-	-
-	-	-	-	-	-
-	-	-	-	617,730	48,145
140,000	-	-	571,468	3,251,149	-
610	34	3	438,207	-	-
-	-	-	689	5,441	38
-	-	-	57,616	1,166	-
<u>140,610</u>	<u>34</u>	<u>58,258</u>	<u>1,067,980</u>	<u>3,875,486</u>	<u>48,183</u>
-	-	58,932	-	-	33,836
-	-	-	-	4,114,098	-
-	-	-	-	-	-
-	7,594	-	-	-	-
-	-	-	808,535	-	-
-	-	-	82,680	1,238,163	18,725
-	-	-	131,116	-	-
-	-	-	2,846	-	-
<u>-</u>	<u>7,594</u>	<u>58,932</u>	<u>1,025,177</u>	<u>5,352,261</u>	<u>52,561</u>
<u>140,610</u>	<u>(7,560)</u>	<u>(674)</u>	<u>42,803</u>	<u>(1,476,775)</u>	<u>(4,378)</u>
-	-	3,737	-	1,724,190	4,413
(163,421)	-	-	-	(1,122,934)	-
<u>(163,421)</u>	<u>-</u>	<u>3,737</u>	<u>-</u>	<u>601,256</u>	<u>4,413</u>
(22,811)	(7,560)	3,063	42,803	(875,519)	35
27,343	7,579	2,349	635,919	3,065,963	-
<u>\$ 4,532</u>	<u>\$ 19</u>	<u>\$ 5,412</u>	<u>\$ 678,722</u>	<u>\$ 2,190,444</u>	<u>\$ 35</u>

(continued)

St. Lucie County, Florida
**Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds**
For the year ended September 30, 2014

	Debt Service			
	Communication System I & S	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	3,953,807	-
Charges for services	-	-	-	-
Fines and forfeitures	337,150	-	-	-
Investment income	4,956	-	32,875	9,765
Contributions from property owners	-	-	-	7,306
Miscellaneous	-	-	-	-
Total revenues	342,106	-	3,986,682	17,071
EXPENDITURES				
Current:				
General government	1,717	-	1,071	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	240,000	100,000	2,180,000	1,024,615
Interest	125,863	61,732	2,552,250	147,557
Other	700	-	18,325	-
Total expenditures	368,280	161,732	4,751,646	1,172,172
Excess (deficiency) of revenues over (under) expenditures	(26,174)	(161,732)	(764,964)	(1,155,101)
OTHER FINANCING SOURCES (USES)				
Transfers in	80,995	161,732	848,341	1,156,178
Transfers out	-	-	(1,674,984)	-
Total other financing sources (uses)	80,995	161,732	(826,643)	1,156,178
Net change in fund balances	54,821	-	(1,591,607)	1,077
Fund balances - beginning, restated	680,530	9,726	2,095,435	352,753
Change in reserve for inventory of supplies	-	-	-	-
Fund balances - ending	\$ 735,351	\$ 9,726	\$ 503,828	\$ 353,830

Debt Service

State Revenue Sharing Bond I & S	Transportation I & S	Port I & S	Capital Project I & S	Tourism Development 4th Cent I & S	River Branch I & S
\$ -	\$ -	\$ 230,022	\$ -	\$ 1,015,094	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
946,000	-	816	-	-	9,436
-	-	-	-	-	-
7,576	13,082	1,975	232	4,507	1
-	-	-	-	215,654	-
<u>953,576</u>	<u>13,082</u>	<u>232,813</u>	<u>232</u>	<u>1,235,255</u>	<u>9,437</u>
-	-	2,460	-	25,000	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
570,000	2,435,000	240,000	-	570,000	54,837
375,656	795,513	35,744	3,348	174,920	2,145
1,000	-	1,000	-	-	-
<u>946,656</u>	<u>3,230,513</u>	<u>279,204</u>	<u>3,348</u>	<u>769,920</u>	<u>56,982</u>
6,920	(3,217,431)	(46,391)	(3,116)	465,335	(47,545)
-	3,201,047	-	21,415	-	-
-	-	(6,560)	(76,676)	(710,226)	(3,437)
-	<u>3,201,047</u>	<u>(6,560)</u>	<u>(55,261)</u>	<u>(710,226)</u>	<u>(3,437)</u>
6,920	(16,384)	(52,951)	(58,377)	(244,891)	(50,982)
309,781	260,167	334,664	80,825	1,237,997	50,982
-	-	-	-	-	-
<u>\$ 316,701</u>	<u>\$ 243,783</u>	<u>\$ 281,713</u>	<u>\$ 22,448</u>	<u>\$ 993,106</u>	<u>\$ -</u>

(continued)

St. Lucie County, Florida
**Combining Statement of Revenues,
Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds**
For the year ended September 30, 2014

	Capital Projects			
	Impact Fee	County Capital	County Capital State Revenue Sharing Bond	County Capital Transportation Bond
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	1,036,475	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Impact fees	2,386,470	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	30,000	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	54,483	37,368	24,715	94,771
Contributions from property owners	-	-	-	-
Miscellaneous	50	75,000	-	477,156
Total revenues	<u>2,441,003</u>	<u>1,148,843</u>	<u>54,715</u>	<u>571,927</u>
EXPENDITURES				
Current:				
General government	-	22,547	-	-
Public safety	-	-	-	-
Physical environment	-	37,838	7,250	-
Transportation	242	843,141	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	303,304	1,284	-	-
Court-related	-	-	-	-
Capital outlay	478,750	1,272,951	555,818	2,002,954
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>782,296</u>	<u>2,177,761</u>	<u>563,068</u>	<u>2,002,954</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,658,707</u>	<u>(1,028,918)</u>	<u>(508,353)</u>	<u>(1,431,027)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	2,410,768	-	-
Transfers out	(3,843,496)	-	-	-
Total other financing sources (uses)	<u>(3,843,496)</u>	<u>2,410,768</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(2,184,789)</u>	<u>1,381,850</u>	<u>(508,353)</u>	<u>(1,431,027)</u>
Fund balances - beginning, restated	24,687,260	5,652,468	3,981,946	13,731,227
Change in reserve for inventory of supplies	-	-	-	-
Fund balances - ending	<u>\$ 22,502,471</u>	<u>\$ 7,034,318</u>	<u>\$ 3,473,593</u>	<u>\$ 12,300,200</u>

Capital Projects				
Capital Improvements	Environmental Land Capital	MSBU Internal Financed Projects	MSBU External Financed Projects	Total Nonmajor Governmental Funds
\$	\$	\$	\$	\$
-	-	-	-	21,431,091
-	-	-	-	3,039,203
-	-	-	-	1,036,475
-	-	-	-	58,255
-	-	-	-	142,891
-	-	-	-	2,386,470
-	-	-	-	223,987
-	-	-	-	21,531,729
-	-	-	-	6,192,168
-	-	-	-	1,282,138
8,328	26,355	9,041	10,663	639,955
-	-	27,265	282,250	931,935
-	6,182	-	-	1,548,847
<u>8,328</u>	<u>32,537</u>	<u>36,306</u>	<u>292,913</u>	<u>60,445,144</u>
1,158	846	-	-	2,124,204
-	-	-	-	5,310,491
-	4,379	-	-	4,977,258
-	-	-	248,772	7,977,779
-	-	-	-	1,657,675
-	-	-	-	3,217,260
151,571	-	-	-	5,059,997
-	-	-	-	2,133,020
403,774	1,081,966	-	-	17,403,985
-	-	-	-	8,427,105
-	-	-	-	4,504,514
-	-	-	-	21,025
<u>556,503</u>	<u>1,087,191</u>	<u>-</u>	<u>248,772</u>	<u>62,814,313</u>
(548,175)	(1,054,654)	36,306	44,141	(2,369,169)
689,388	-	-	-	12,822,091
-	-	(22,086)	(3,374)	(13,248,362)
<u>689,388</u>	-	<u>(22,086)</u>	<u>(3,374)</u>	<u>(426,271)</u>
141,213	(1,054,654)	14,220	40,767	(2,795,440)
745,557	4,601,034	812,481	1,533,784	97,443,410
-	-	-	-	65,166
<u>\$ 886,770</u>	<u>\$ 3,546,380</u>	<u>\$ 826,701</u>	<u>\$ 1,574,551</u>	<u>\$ 94,713,136</u>

**BOARD
OF COUNTY
COMMISSIONERS**



**COUNTY
ADMINISTRATOR**
Howard N. Tipton

August 20, 2015

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sport Complex, a State Spring Training Facility (New York Mets) under Section 288-11621, Florida Statutes

Item #2: A copy of the contract between St. Lucie County and Sterling Facilities Services, LLC, which owns and operates the New York Mets major league baseball team, dated August 1, 2003, subsequently amended on September 27, 2011, extending the contract to December 31, 2023.

**ST. LUCIE SPORTS COMPLEX
FACILITIES USE AGREEMENT**

THIS AGREEMENT, made and entered into in triplicate as of August 6, 2003, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, County owns the real property legally described on Exhibit "A" hereto (the "Land"), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as the "Thomas J. White Stadium" (the "Stadium"), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the "Sports Complex"), as the Sports Complex is depicted on the site plan ("Site Plan") set forth in Exhibit "B" hereto.

WHEREAS, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for an initial term of sixteen (16) years, commencing as of January 1, 2003, with additional option periods, in accordance with the provisions hereinafter contained;

WHEREAS, County and SFS's affiliate, Sterling Mets, L.P. ("Club"), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team, have, contemporaneously with this Agreement, entered into an agreement ("County-Club Agreement") pursuant to which the Club agreed to guarantee certain of SFS's payment obligations under this Agreement and to conduct certain major league Spring Training and minor league baseball operations at the Sports Complex;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. SITE: ADDITIONAL CAPITAL IMPROVEMENTS

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall construct additional capital improvements to the Sports Complex property during the Initial Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Sections 3 through 5. Upon the

Completion (as such term is hereinafter defined) of the Initial Term Improvements the term "Sports Complex," as used herein, shall be deemed to include the Initial Term Improvements.

2. **SFS USE OF FACILITIES; INITIAL TERM; OPTIONS.**

A. **Initial Term:** SFS agrees to use the Sports Complex for an initial period of sixteen years commencing on January 1, 2003 and ending on December 31, 2018 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Initial Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement (as defined in Section 2(B) hereof) for the following, subject to the priorities of use as set forth in Section 16 of this Agreement:

- Fantasy and Youth Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
- Gulf Coast League or any successor league (June - August) (if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation of baseball players

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(A)(i) (not including fantasy and youth camps) exclusively involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "B," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 16 of this Agreement, and subject to the approval of the County, not to be unreasonably withheld, conditioned or delayed, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

- (v) All uses set forth below in Sections 6, 7, 8, 13 and 16 of this Agreement.
- (vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 13)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. **Option Terms:** At the end of the Initial Term, SFS shall have two options (the "Options") to extend this Agreement, each for an additional five (5) year period, (each, an "Option Term," if exercised, together with the Initial Term, the "Term"), upon the same terms as are hereinafter set forth. The first Option may be exercised by SFS giving its written notification to the County on or before June 30, 2018 and, if exercised, the first Option Term shall commence on January 1, 2019 and end on December 31, 2023. If the first Option is exercised, the second Option may be exercised by SFS giving its written notification to the County on or before June 30, 2023 and, if exercised, the second Option Term shall commence on January 1, 2024 and end on December 31, 2028.

3. CAPITAL IMPROVEMENTS - INITIAL TERM; BUDGET.

The County shall provide funding for the design and construction of certain improvements to the Sports Complex (the "Initial Term Improvements") which shall include the improvements described on Exhibit "C" hereto, or such portions of such improvements, according to the priority list jointly agreed upon by the parties and included in the Initial Term Improvement Schedule set forth on Exhibit "E" hereto. The Initial Term Improvements shall also include such additional improvements to the Sports Complex as shall thereafter be designated by SFS and the County, in such order or priority as SFS and the County shall determine, provided that the cost of such other improvements will not cause the Total Cost of the Work to exceed the Initial Term Improvements Budget (as those terms are hereinafter defined). The source of the County's funding of the Initial Term Improvements shall be the following funds (the sum of which is hereinafter referred to as the "Initial Term Improvements Budget"): the County Contributions, the SFS Contributions Bond Revenues, and the Naming Rights Bond Revenues (as those terms are hereinafter defined). Nothing in this Agreement shall obligate the County to provide funding for the Initial Term Improvements in excess of the Initial Term Improvements Budget.

The Initial Term Improvements Budget shall be used for the Initial Term Improvements only and for no other purpose, and none of the Initial Term Improvements Budget may be applied toward County's obligations to operate and maintain the facilities as set forth below or for any purpose other than to fund the construction of the Initial Term Improvements.

A. County Contributions to Funding for Capital Improvements

The money to be contributed by the County to fund the Initial Term Improvements ("County Contributions") shall be the total of \$2,175,000.00 (the "First County Contribution") in 2003 plus \$3,860,000.00 (the "Second County Contribution") in 2004 for a total of \$6,035,000.

In addition, the County will contribute such additional amounts toward Additional Improvements to be made in years 2005 through 2018, as provided in Section 5(K) of this Agreement.

B. SFS Contributions to Funding Capital Improvements

SFS shall pay the County \$100,000.00 on August 1 of each year during the Initial Term excluding 2003 ("SFS Contributions"), with such payments beginning on August 1, 2004 (or upon execution of this Agreement by SFS, whichever is later), and ending on August 1, 2018 or such earlier date upon which this Agreement is terminated. This annual payment shall be considered payment toward the County's annual debt service. Based on the stream of revenue to be received from SFS Contributions, the County shall promptly following the execution of this Agreement, and in any event by no later than ninety (90) days following the execution of this Agreement, issue bonds secured by such SFS Contributions. The net proceeds from the sale of such bonds, after paying expenses of bond issuance (the "SFS Contributions Bond Revenues"), is expected to be approximately \$1,100,000.00 in immediately available funds and shall be used to fund the Initial Term Improvements as agreed upon by the parties and set forth or incorporated in this Agreement and the Exhibits thereto, and for no other purpose.

C. Contributions to Funding for Capital Improvements From Naming Rights Revenues

As set forth in Section 7(C) of this Agreement, SFS or its designee shall market, on behalf of the County, the sale of Naming Rights (as defined in Section 7(C)) for the Stadium and/or the Sports Complex and/or its constituent parts. Promptly after execution of this Agreement, and based on the stream of revenue provided by the Naming Rights Shortfall Payments (as defined below in this Section) and the anticipated stream of revenue to be received for the Naming Rights (the "Naming Rights Revenues") from a Naming Rights Agreement (as defined in Section 7(C)), the County agrees, by no later than ninety (90) days following the execution of this Agreement, to issue bonds secured by such payments and revenues. The net proceeds from the sale of such bonds (the "Naming Rights Bond Revenues") shall be used to fund the Initial Term Improvements as agreed upon by the parties and set forth or incorporated in this Agreement and the Exhibits thereto, and for no other purpose.

Commencing in 2004, in any year of the Initial Term if the Cumulative Total Consideration (as defined below) is less than the Cumulative Target (as defined below), then SFS shall pay the County the difference between the Cumulative Target and the Cumulative Total Consideration. If SFS makes any such payments (the "Naming Rights Shortfall Payments"), then, if the Cumulative

Total Consideration at any point thereafter exceeds the Cumulative Target, the County shall pay the amount of any such excess to SFS until SFS is reimbursed for all such Naming Rights Shortfall Payments to date plus interest (with interest to be calculated at the prime rate plus 200 basis points, compounded and adjusted annually). For the purposes of this provision, the "Cumulative Total Consideration" at any time shall be the total of all consideration to be provided by the sponsor of the Naming Rights (as defined herein) to the date in question under the Naming Rights Agreement (as defined herein), plus any unrecouped Naming Rights Shortfall Payments. For the purposes of this provision, the "Cumulative Target" at any time shall equal \$150,000 multiplied by the number of years elapsed from January 1, 2004 through such date. Any payments to be made by SFS to the County or by the County to SFS hereunder shall be made on December 31 of the year in question.

If the total consideration to be provided by the Naming Rights sponsor under the Naming Rights Agreement exceeds \$2,250,000, then any excess (the "Excess Naming Rights Revenues") shall be added or devoted to the Additional Improvements Budget (as such term is defined below)..

4. IMPROVEMENTS - PLANS.

A. SFS shall engage an architect reasonably satisfactory to County (the "Architect"). The Architect shall be responsible for (1) developing a conceptual plan and general specifications (the "Conceptual Plans") for the Initial Term Improvements; (2) developing preliminary plans and specifications for the Initial Term Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the Initial Term Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the Initial Term Improvements are constructed (the "Architect's Work"). Without limiting the foregoing, the County hereby approves of Jack L. Gordon Architects as a satisfactory architect. SFS shall enter into a contract (the "Architect's Contract") with the Architect which Architect's Contract shall, *inter alia*, contain the terms and conditions set forth in Exhibit "F" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit F, and naming SFS, County and Club as named insureds, and should provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 5(N)(ii) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not commercially reasonable as determined by SFS. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect. Within thirty (30) days following the date of approval of this Agreement by the Board of County Commissioners, SFS shall cause Architect to furnish to County the Conceptual Plans for the Initial Term Improvements. To the extent practicable, SFS shall also cause the Architect to provide the County with an estimate of the cost of each proposed capital

improvement. County shall have a period of ten (10) business days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the Initial Improvements set forth on Exhibit "C" hereto. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such ten (10) business day period, the Conceptual Plans shall be deemed approved.

B. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the Initial Term Improvements (or such of the Initial Term Improvements as shall be designated by SFS), in accordance with the approved Conceptual Plans (the "Preliminary Plans"). County and SFS shall have a period of thirty (30) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans shall be materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such thirty (30) day period, the Preliminary Plans shall be deemed approved.

C. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the Initial Term Improvements (or such of the Initial Term Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans"). County and SFS shall have a period of thirty (30) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans shall be materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in reasonable detail. If neither County nor SFS shall not disapprove within such thirty (30) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "D."

D. SFS shall, through a competitive bidding process, engage a contractor ("Contractor") for the construction of the Initial Term Improvements in accordance with the Final Plans (herein referred to as the "Work"). SFS shall have the right to refuse to engage any contractor upon terms that are not commercially reasonable as determined by SFS. SFS's selection of any Contractor and the terms of the agreement between SFS and the Contractor (the "Contract") shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

E. The Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements: (i) the furnishing of a public construction bond in a form and with terms acceptable to SFS; (ii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 150% of the reasonable value of all punchlist items until such punchlist items are completed); (iii) payment by the

Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (as that term or its equivalent is defined in the Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion (as defined herein) of the Work for a fixed stipulated sum (the "Fixed Contract Price"), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS; (vi) the furnishing of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in the attached Exhibit G (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vii) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured and with terms, limits and coverage at least as favorable for SFS as those reflected in the Exhibit "H" hereto; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 5(N)(iii) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS.

F. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will look solely to the Contractor, and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor.

G. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion, and in any event at least as favorable for SFS as those reflected in Exhibit "I" hereto. The cost of such insurance shall be included in the Total Cost of the Work (as defined in this Agreement). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

H. The fees and costs of the Contractor, the Architect and the remainder of the Total Cost of the Work shall be paid by the County in accordance with the procedures set forth in Section 5(N), below, out of the Initial Term Improvements Budget. The term "Total Cost of the Work" shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses and all fees and expenses related to the obtaining of permits needed to construct the Initial Term Improvements, plus (ii) the Fixed Contract Price, plus (iii) the fees and expenses of any consultants engaged by SFS, plus (iv) any other costs, expenses or liabilities incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all

permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, Owner's Contractor Protective insurance; products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (herein referred to as the "Additional Exposure Liability Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined herein), to the extent such Authorized Change Orders actually increase the Total Cost of the Work. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

5. FACILITIES - CONSTRUCTION.

A. Promptly following the execution of the Contract, SFS shall cause the Contractor to commence the Work and to diligently and continuously pursue the Work to Completion. The term "Completion" shall mean the completion of the Work, as evidenced by the issuance of a final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

B. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

C. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Agreement, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request for a Change Order within which to review same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved. County shall not unreasonably withhold its consent to any proposed Change Order. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth above in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

D. SFS and the County shall have the right to monitor the construction process of the Initial Term Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. Without limiting the foregoing, the County hereby consents to the

engagement by SFS of its affiliate, Mets Development Company, L.L.C. ("MDC"), as a consultant, provided that MDC shall not charge any fee for its services, but MDC shall be reimbursed in full from the Initial Term Improvements Budget for all of its out-of-pocket expenses in connection with the provision of such services, including but not limited to the costs of travel, transportation, lodging and meals for MDC personnel in connection with the project and MDC's reasonable fees, costs and expenses related to the work of outside counsel in connection with the engagement of the Architect and the Contractor.

E. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined herein) of the Initial Term Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation, then the dispute shall promptly be resolved by arbitration pursuant to Section 38 of this Agreement on an expedited basis at the request of either party

F. Intentionally deleted.

G. It shall be the responsibility of Architect and Contractor, as may be appropriate, to coordinate activities with interested governmental agencies in connection with the construction process.

H. The Contractor shall be responsible for the construction of the Initial Term Improvements in accordance with the approved Final Plans and for obtaining all certificates of occupancy and completion so that the improvements can be used.

(1) The Initial Term Improvement Schedule, which shall be Exhibit "E" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

(2) SFS shall not be responsible for the funding of the Work, nor shall it be obligated to pay for any cost overruns related to the planning, design or construction of the Initial Term Improvements, whether due to hidden or unforeseen conditions or otherwise.

(3) The Initial Term Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision to the Initial Term Improvement Schedule changes the Required Completion Date (as that term or its equivalent is defined in the Contract).

I. Intentionally omitted.

J. Upon Completion (or at the end of the Initial Term, if earlier), to the extent that the Initial Term Improvements Budget shall have exceeded the Total Cost of the Work (with the amount of such excess hereafter referred to as the "Excess Initial Term Improvement Budget Funds"), the Excess Initial Term Improvement Budget Funds shall be added or devoted to the Additional Improvements Budget (as such term is defined below).

K. In addition to the Initial Term Improvements, as agreed upon by the parties in good faith cooperation, County shall construct, during the calendar years 2005 through 2018, certain additional improvements to the Sports Complex (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Initial Term. The Total Cost of the Work related to the Additional Improvements shall be paid from the sum of the following funds (which sum is hereinafter referred to as the "Additional Improvements Budget"): the Additional County Contributions (as hereinafter defined), plus the Excess Initial Term Improvement Budget Funds, plus the Excess Naming Rights Revenues. The term "Additional County Contributions" means the greater of (i) Two Million Two Hundred Fifty Thousand and No/100 Dollars (\$2,250,000.00) or (ii) the proceeds of the fourth (4th) and fifth (5th) cents of tourist development tax levied by the County (the "Tourist Tax") pursuant to Ordinances No. 02-36 and No. 03-12 of St. Lucie County, Florida (the "Tourist Tax Ordinances") during the Initial Term hereof, including without limitation the proceeds of any bonds which are sold on the basis of such revenues derived from the Tourist Tax, to the extent such proceeds are allocable to the Sports Complex pursuant to the Tourist Tax Ordinances and not applied toward the Initial Term Improvements. The County shall contribute the Additional County Contributions for construction of the Additional Improvements. The County shall expend the funds in the Additional Improvements Budget as follows: (I) promptly following each of the 2006 and 2010 Florida State League baseball seasons, the County must expend on Additional Improvements mutually acceptable to SFS and County all sums accumulated through the end of such baseball season in the Additional Improvements Budget and not previously expended; and (II) promptly following the 2014 Florida State League baseball season, the County must expend on Additional Improvements mutually acceptable to SFS and County the sum of (a) all sums accumulated through the end of the 2014 Florida State League baseball season in the Additional Improvements Budget and not previously expended, and (b) the maximum net proceeds that County can generate by borrowing against the sums that will accumulate in the Additional Improvements Budget from the end of the 2014 Florida State League baseball season through the end of the Initial Term.

L. Intentionally omitted.

M. The entire amount of the County Contributions, the Additional County Contributions, the SFS Contributions Bond Revenues, the Naming Rights Bond Revenues, any Excess Initial Term Improvement Budget Funds, and any Excess Naming Rights Revenues, as and when received, shall immediately be deposited in an interest bearing account, in the name of the County, designated as the "Sports Complex Improvement Account," and all interest thereon shall be added to the Initial Improvements Budget or the Additional Improvements Budget, as the case may be. The County will issue bonds sufficient to generate the County Contributions, as provided for in this Agreement, such that the full amount of the First County Contribution will be deposited into the Sports Complex Improvement Account no later than September 1, 2003 and the full amount of the Second County Contribution will be in the Sports Complex Improvement Account and available for withdrawal no later than January 1, 2004. Upon the execution of this Agreement, the County shall advance to SFS funds in an amount not to exceed \$400,000 for use by SFS for payment of amounts incurred prior to September 1, 2003 pursuant to Sections 4 and 5 of this Agreement, provided that any such advances shall be reimbursed to the County from the SFS Contributions Bond Revenues. To the extent allowed by the bond documents, the SFS Contributions Bond Revenues and the Naming Rights Bond Revenues will be deposited into the Sports Complex Improvement Account upon County's receipt of those funds. The Additional County Contributions shall be deposited in the Sports Complex Improvement Account as and when proceeds of the Tourist Tax allocated to the Sports Complex, pursuant to the Tourist Tax Ordinances, are realized. The County shall take reasonable measures and efforts to ensure that, promptly following the 2014 Florida State League baseball season, it is able to borrow against the sums that will accumulate in the Additional Improvements Budget from the end of the 2014 Florida State League baseball season through the end of the Initial Term in such a way as to maximize the generation of proceeds therefrom, in order to fulfill its obligation to make the expenditures described in subpart (II)(B) of the last sentence of Section 5(K) above. SFS shall have the right to request that the County withdraw monies from the Sports Complex Improvement Account as needed, and the County will promptly honor such requests, withdraw the requested funds, and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

N. County shall disburse funds from the Sports Complex Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the Initial Term Improvements Budget (subject to the disbursement of funds from the Additional Improvements Budget as set forth in this Agreement):

(i) Within fifteen (15) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums, County shall pay to SFS the entire amount of such invoice;

(ii) Within fifteen (15) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work, County shall pay to SFS the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(iii) Within fifteen (15) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below), County shall pay to SFS the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" means: (a) an affidavit from the Contractor certifying that the invoice is true and correct; (b) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (c) a certification from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (d) in connection with the final disbursement to the Contractor, (I) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (II) a final certificate of occupancy or a certificate of completion, as may be applicable; and

(iv) Within fifteen (15) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 4(H) of this Agreement, County shall pay to SFS the full amount of such invoices.

O. The County shall not rescind or adopt any amendments to the Tourist Tax Ordinances, if the effect thereof may be to reduce the revenues which would otherwise be generated thereby and are allocated thereunder to the construction, reconstruction, improvement, renovation, operation or repair or maintenance of the Sports Complex.

6. CONSIDERATION - PAYMENT

A. **Ticket Receipts.** SFS shall pay County thirty percent (30%) of the adjusted gross ticket receipts from the New York Mets Spring Training games and the Florida State League franchise's games (and, if any, from the games of the GCL Mets (as defined below in Section 13)) played at the Stadium, with SFS to retain the remaining seventy percent (70%). For all other SFS Events, SFS shall retain one hundred percent (100%) of adjusted gross ticket receipts but shall reimburse County for all pre-approved out-of-pocket expenses incurred by County including but not limited to the cost to the County of providing utilities and security in connection with each such event. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(A), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for home games at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required by state law.

B. **Concession and Souvenir Receipts.** SFS shall pay to County twenty percent (20%) of the SFS's gross sales receipts from food and beverage concession sales at SFS Events, with SFS retaining the other eighty percent (80%). SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS retaining the other sixty-seven percent (67%). With respect to food and beverage sales in any suites at the Stadium and any catering, hospitality or picnics at the Sports Complex, SFS shall pay County seven and one-half percent (7.5%) of SFS's gross sales receipts from such sales at all Events and shall retain the remaining ninety two and one-half percent (92.5%). SFS shall retain one hundred percent (100%) of gross sales receipts under fifteen thousand dollars (\$15,000.00) in any calendar year from sales of discounted promotional concessions items. If the gross sales receipts from sales of discounted promotional concessions items exceed fifteen thousand dollars (\$15,000.00) in any calendar year, SFS shall pay to the County five percent (5%) of the portion of such gross sales receipts in excess of fifteen thousand dollars (\$15,000.00).

If at any time during the Term of this Agreement SFS is restricted or prohibited from selling alcoholic beverages at the Sports Complex, through suspension of a license or any restriction or prohibition imposed by County or any governmental authority, other than through the fault of SFS, the payments to be made to County for concessions sales under this Section 6(B) shall be reduced by a percentage equal to the average percentage of the gross sales receipts attributable to the sale of alcoholic beverages for the twelve-month period immediately prior to the time of imposition of such restriction or prohibition. For example, in connection with gross sales from food and beverage concession sales at SFS Events, if the average percentage of gross sales attributable to the sale of alcoholic beverages in the preceding twelve (12) months was 5%, then SFS shall be required to pay to the County only 15% of SFS's gross sales receipts from food and beverage concession sales at SFS Events during the period of such restriction or prohibition. Such reduction shall continue for so long as SFS is restricted or prohibited from selling alcoholic beverages at the Sports Complex.

In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions, then, in lieu of the foregoing, SFS shall pay to County fifty percent (50%) of gross revenues for food and beverage sales received by SFS from the contractor. Moreover, SFS's selection of an unaffiliated private firm to operate all food and beverage concessions at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

SFS shall pay to County fourteen percent (14%) of SFS's gross sales receipts from souvenir or novelty sales at the Sports Complex, with SFS retaining the other eighty-six percent (86%), except that SFS shall retain one hundred percent (100%) of gross sales receipts under fifteen thousand dollars (\$15,000.00) in any calendar year from souvenirs and novelties that are sold on a discounted basis, including without limitation for promotional purposes and as clearance or employee discount items. If the gross sales receipts from sales of discounted souvenirs and novelties exceed fifteen thousand dollars (\$15,000.00) in any calendar year, SFS shall pay to the County five percent (5%) of the portion of such gross sales receipts in excess of fifteen thousand dollars (\$15,000.00).

As used in this Section 6(B), "gross sales receipts" means revenues received from food and beverage concession sales or souvenir and novelty sales, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions, souvenirs or novelties except as may be required by state law.

C. **Advertising Receipts.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs, but excluding Naming Rights), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS's sole discretion, except that the County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

D. **Parking Receipts.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. Fifty (50) paved parking spaces in the "major league stadium parking area" as described on the Site Plan, will be made available at all times and without charge to authorized representatives or personnel designated by SFS. One hundred fifty (150) paved parking spaces next to the "Clubhouse," as described on the Site Plan, will be made available at all times and without charge to authorized representatives, designees, or personnel of SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall pay to County fifty percent (50%) of the net profits from parking at New York Mets Spring Training games and the Club's Florida State League franchise's games (and, if any, from the games of the GCL Mets (as defined below in Section 13)) played in the Stadium, with SFS to retain the remaining fifty percent (50%). For all other SFS Events, SFS shall retain one hundred percent (100%) of all parking receipts but shall reimburse County for all reasonable out-of-pocket expenses incurred by County in connection with parking at each such event. For County

Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds. For the purpose of this Section 6(D), "net profits" will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges by reasonable labor costs incurred in operating the parking facilities on paid event days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

E. **Program Receipts.** The parties agree that SFS shall prepare and market, or cause to be prepared and marketed, a combined program for the Major League and Florida State League (and, if Club owns or operates the GCL Mets (as defined below in Section 13), Gulf Coast League) seasons. SFS shall pay County thirty percent (30%) of the net revenues from the sale of game programs at SFS Events, with SFS to retain the remaining seventy percent (70%). For the purpose of this Section 6(E), "net revenues" means revenues actually received by SFS from the sale of such game programs (excluding all revenues related to advertisements contained therein, which shall be treated in the same manner as advertisements as specified in Section 6(C) above), less any and all taxes (including sales taxes) and tax surcharges and fees due to any governmental or taxing authority for program sales related thereto. However, County shall not levy any tax on the sale of programs except as may be required by state law.

F. **Gulf Coast League Payments.** In each year of the Term during which the GCL Mets (as defined herein) plays its home games at the Sports Complex, SFS shall pay to County (i) an additional rent payment of Three Thousand Dollars (\$3,000.00), (ii) a per-game fee for each GCL Mets game played at the Sports Complex in the amount of One Hundred and Twenty Five Dollars (\$125.00) if such game is played Monday through Friday or Three Hundred and Fifty Dollars (\$350.00) if such game is played on Saturday or Sunday, and (iii) a per-game utility fee of One Hundred and Twenty Five Dollars (\$125.00) for each GCL Mets night game that requires the use of Stadium lighting.

G. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the net of the payments from SFS to County as provided above in Section 6, plus the payments from SFS to County as provided below in Section 7(B), plus the payment by SFS to County of SFS's share of the maintenance and operation costs of the Stadium payable pursuant to Section 15(B)(1) below. Except as otherwise specifically provided in this Agreement (including, without limitation, in Section 15(B)(1) below), only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes.

7. TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.

A. Television - Radio Revenue

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

B. Suite Revenue

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the Initial Term Improvements, for all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain seventy (70%) percent of adjusted gross revenue from the rental of luxury suites, and shall pay to County the remaining thirty (30%) percent. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be shared as specifically set forth in the first paragraph of Section 6(B) above

C. Naming Rights

County hereby engages SFS or SFS's designee as its exclusive agent for marketing the naming rights for the Sports Complex and its constituent parts, including without limitation the Stadium but excluding the football/soccer field at the Sports Complex. SFS or its designee shall have the exclusive right to market for sale to one or more third parties the right to include such

party's name, product name and/or logo in the name of the Sports Complex and/or its constituent parts (excluding the football/soccer field), and to have such name and/or logo designated as the official name thereof for so long as this Agreement remains in effect (the "Naming Rights"). SFS or its designee may present to prospective sponsors a package that may include different names for the Sports Complex and its constituent parts, including without limitation the Stadium, the training facilities and the entire Sports Complex (but excluding the football/soccer field).

Upon the completion of SFS's negotiations with respect to the naming rights for the Stadium and/or the Sports Complex, SFS shall present to County an agreement or agreements setting forth the business terms, including the proposed name or names and the party or parties purchasing such naming rights. SFS shall select the naming rights sponsor(s), and shall negotiate all terms and conditions of the grant(s) of naming rights. County shall thereupon promptly enter into such agreement(s) granting Naming Rights ("Naming Rights Agreement"), provided that County may withhold its consent to same only to the extent any proposed name is inconsistent with the character and dignity of the Sports Complex or to the extent that the terms of such Naming Rights Agreement are so grossly unfair to the County such that no reasonable person could consider the Naming Rights Agreement to be an arm's length transaction. Upon procurement by SFS or its designee of a Naming Rights Agreement in accordance with the procedures set forth herein, the County shall promptly execute such agreement. In the event SFS is unable to negotiate an acceptable Naming Rights Agreement by the end of the 2006 Major League Baseball Spring Training season, SFS and the County shall meet and cooperate in good faith to explore an appropriate alternative means of marketing the sale of the Naming Rights.

For so long as both this Agreement and the Naming Rights Agreement remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field at the Sports Complex (the "Football/Soccer Naming Rights"). County shall not market or entertain offers for, and shall not enter into any agreement relating to, the Football/Soccer Naming Rights until after all Naming Rights Agreements referenced above in this Section 7(C) with respect to the remainder of the Sports Complex have been entered into and approved by the Board of County Commissioners. Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

D. Other Revenues

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

E. Recognition of Contributions of Thomas J. White, Sr.

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to cooperate and attempt to develop a fitting recognition of the contribution of Thomas J. White, Sr. in an appropriate and significant way.

8. TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. SFS shall have the right to operate or authorize a third party to operate the restaurant ("Restaurant") at the Sports Complex. SFS's selection of a third party to operate the Restaurant shall be subject to the approval of the County, which approval may not be unreasonably withheld. Revenues received by SFS from the Restaurant operation shall be divided in the same manner as gross sales receipts from catering, as set forth in Section 6(B) above. During the Term of this Agreement, SFS shall provide good quality concession services to the public. The concession menu shall be subject to the approval of County, which approval shall not be unreasonably withheld, conditioned or delayed. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **PRICES.**

SFS shall, by December 1 of the year prior to the upcoming spring training season or as soon as is practicable, provide County with the proposed ticket, concession, program and parking prices which it wishes to utilize subject to County approval. Such approval will be deemed given fourteen (14) days after such prices are provided to County, unless County gives notice of disapproval within that time. County's approval shall not be unreasonably withheld, conditioned or delayed. Any withholding, conditioning or delay of any approval required under this Section shall be conclusively deemed unreasonable if the price proposed by SFS is comparable to the price charged for comparable accommodations or services at any Major League spring training or minor league stadiums within one hundred (100) miles of the Sports Complex or at any comparable Major League Spring Training facility in the State of Florida or in the Florida State League (or, if Club owns or operates the GCL Mets (as defined below in Section 13), in the Gulf Coast League).

10. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to submit to the County, on a weekly basis during home schedules, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

A. SFS shall submit to the County a season ticket manifest as beginning inventory count.

B. Any unsold tickets remaining after the completion of the spring training season shall be made available to County's auditors within sixty (60) days after the final spring training game.

C. SFS shall submit daily sales (ticket, parking, program and concessions) reports following each SFS Event to the County within three (3) days after the event.

D. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

11. **MINIMUM GAMES.**

Intentionally omitted.

12. **DIGNITARY SEATING.**

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

13. **FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 16(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.

The parties acknowledge that neither SFS nor the Club currently own a Gulf Coast League team, but that either SFS or the Club may desire to obtain or enter into a player development contract with a Gulf Coast League team and may desire for that team to use the facilities at the Sports Complex. In the event the Club obtains or enters into a player development contract with a Gulf Coast League team, all of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 13 (and subject to SFS's right to assign this Agreement as set forth in Section 25), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

14. **INDEMNITY AND INSURANCE.**

A. **SFS.**

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Architect. SFS further agrees to undertake at its own expense the defense of any action brought against the County, claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 500,000 each occurrence

or

Bodily Injury and Property Damage Liability	\$1,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

B. **County.**

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and

any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to the Initial Term Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all Initial Term Improvements and Additional Improvements while being constructed and when completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$100,000 per person/\$200,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

15. OPERATION AND MAINTENANCE RESPONSIBILITIES OF PARTIES

The operation and maintenance responsibilities of the parties shall be as follows:

A. County.

(1) County will, at its expense, at all times keep and maintain the Sports Complex in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a major league baseball team, and in any event of a quality not less than present during the 2003 major league spring training season (the "Maintenance Standard"). County shall employ sufficient personnel to maintain the same properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The responsibility of County for all the maintenance of the playing and practice areas shall include but not be limited to general maintenance including such items as seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items. SFS shall be responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of grossly negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance of the facilities to be carried out during the coming year; and County shall be responsible for implementation of such a reasonable program at its expense subject to reimbursement from SFS as hereinafter provided. County agrees to provide SFS with the County's proposed line item budget for the operation and maintenance of the facilities in each fiscal year during the term of this Agreement. County shall devote to the operation, maintenance, repair and improvement of the Sports Complex during the Term (a) one hundred percent (100%) of monies collected or proceeds from the first (1st) and second (2nd) cents of Tourist Tax levied by the County pursuant to the Tourist Tax Ordinances, and (b) one hundred percent (100%) of the County's share of the parking, ticket, concession, souvenir, program and any other revenues accrued by County hereunder or paid to County by SFS hereunder; provided, however, that

County's maintenance responsibilities are not limited to or by the Tourist Tax proceeds or any Sports Complex-related revenues.

(2) County shall maintain proper heating and air conditioning units in the offices, clubhouse and dressing rooms. County shall put all facilities in clean and orderly condition and made ready for occupancy by SFS at the beginning of each annual period of occupancy and continued during the use of the facilities according to the Maintenance Standard.

(3) County shall, at all times during the period of this agreement, keep the premises in clean condition and shall use reasonable care to remove trash and rubbish that may accumulate within the area of the playing fields following each practice session or game.

(4) County shall maintain the parking areas adjacent to the premises and areas adjacent to the stadium.

(5) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. County shall also be responsible for providing the number of quality security personnel requested by SFS for Gulf Coast League games at the Sports Complex, provided that SFS will reimburse the County for the cost thereof. The County shall be responsible for public order and safety, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(6) County shall be responsible for all utilities, including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, trash removal, and appropriate night lighting.

(7) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(8) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Facilities Use Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County during the year in question pursuant to Section 15(B) of this Agreement (provided that SFS shall not be entitled to deduct any amount in excess of such scheduled annual payment), subject to the County's right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition within a reasonable period of time following the delivery of such notice. "Exigent Condition" shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS's invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

B. SFS.

(1) In addition to any other payments due hereunder, SFS agrees to pay to the County the following amounts toward the cost of operating and maintaining the facilities:

<u>TERM</u>	<u>ANNUAL PAYMENT</u>
First Six (6) years (2003-2008)	\$50,000.00
Next Five (5) years (2009-2013)	\$55,000.00
Final Five (5) years (2014-2018)	\$60,000.00
First Option Term (if any) (2019-2023)	\$65,000.00
Second Option Term (if any) (2024-2028)	\$70,000.00

SFS shall pay fifty (50%) percent of the annual payment referenced above in this Section 15(B)(1) on February 1 of each year during the Term (except for the first year of the Term, when

such payment shall be made within thirty (30) days after the approval of this Agreement by the Board of County Commissioners), and shall pay the other fifty (50%) percent on August 1 of each year during the Term (except for the first year of the Term, when such payment shall be made within ninety (90) days after the approval of this Agreement by the Board of County Commissioners); provided, however, that if the Sports Complex or any portion thereof was not available for any of the Permitted Uses during the six-month period prior to any such payment due date as the result of any act or omission of the County, the money SFS shall be required to pay on such due date shall be reduced by an amount equal to the product of (a) the amount due on such payment due date times; (b) a fraction of the numerator of which is the number of SFS Events during which the Sports Complex or a portion thereof was not available and the denominator of which is the total number of SFS Events during the preceding six-month period.

(2) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(3) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS's occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(4) Except with respect to the Telecommunication Equipment described below in Section 15(B)(6) and any property of SFS, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(5) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(6) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. However, County shall be responsible, at its sole expense (although County may pass such expenses along to visiting television and news trucks), for bringing the necessary utility lines to the areas designated for radio and TV facilities in the site plan and shall have them stubbed at the required points.

16. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 16(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 16(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 16(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii) and (iii) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to obtain approval of a New Event Notice according to the procedures set forth below in this Section 16 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 16(B)(iii), it shall give written notice ("New Event Notice") to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule. In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved by arbitration pursuant to Section 38 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party's consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS's consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party's objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoted or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS's and County's respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 13, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

17. **PUBLICITY AND PROMOTION.**

The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

18. **ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

19. **DEFAULT; TERMINATION.**

If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control, or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season (or, if applicable, Gulf Coast League season), Club schedules a majority of the home games of the Club's Florida State League (or, if applicable, Gulf Coast League) team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, County will accept the following payments from SFS as the County's sole remedy against any person relating to such termination of this Agreement:

- (a) One lump-sum payment equal to the unamortized principal balance, as of the effective date of the termination of the Agreement, of the County's outstanding debt on the bonds issued to generate the County Contributions, the SFS Contributions Bond Revenues, and the Naming Rights Bond Revenues, as set forth on the Bond Amortization Schedule attached as Exhibit "J" hereto, which payment shall be paid

not later than five (5) business days following the effective date of the termination of the Agreement; and

- (b) (i) Subject to subparagraph (b)(ii) below, one lump-sum payment equal to the full amount of the Premium (as defined below), which payment shall be paid not later than five (5) business days following the effective date of the termination of the Agreement. The "Premium" as used herein shall be (i) one million dollars (\$1,000,000) if such termination occurs as of or before December 31, 2007, (ii) nine hundred thousand dollars (\$900,000) if such termination occurs as of December 31, 2008, (iii) eight hundred thousand dollars (\$800,000) if such termination occurs as of December 31, 2009, (iv) seven hundred thousand dollars (\$700,000) if such termination occurs as of December 31, 2010, (v) six hundred thousand dollars (\$600,000) if such termination occurs as of December 31, 2011, (vi) five hundred thousand dollars (\$500,000) if such termination occurs as of December 31, 2012, (vii) four hundred thousand dollars (\$400,000) if such termination occurs as of December 31, 2013, (viii) three hundred thousand dollars (\$300,000) if such termination occurs as of December 31, 2014, (ix) two hundred thousand dollars (\$200,000) if such termination occurs as of December 31, 2015, (x) one hundred thousand dollars (\$100,000) if such termination occurs as of December 31, 2016, and (xi) zero dollars (\$0) if such termination occurs after December 31, 2016.

(ii) Notwithstanding the foregoing subparagraph (b)(i), if the County does not grant its approval to a proposed assignment of this Agreement and SFS's rights and obligations hereunder to an owner or operator of another Major League Baseball club pursuant to Section 25 below, and SFS then terminates this Agreement pursuant to the second paragraph of this Section 19, SFS shall have the option to pay the Premium as and when set forth in subparagraph (b)(i) above or, in the alternative, to pay the Premium by making annual payments only in such years after termination of the Agreement, up to and including 2018, during which no Major League baseball team plays Spring Training home games in the Sports Complex, with each such annual payment (collectively, the "Annual Premium Payments") equal to a fraction the numerator of which is the Premium and the denominator of which is the total number of calendar years after termination of the Agreement up to and including 2018, plus interest (with interest to be calculated at the prime rate plus 200 basis points, compounded and adjusted annually). Each Annual Premium Payment shall be paid, if and to the extent applicable, not later than March 31 of each calendar year during which such payment is to be made.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County. In the event of such termination by SFS (excluding termination of the Agreement upon proper notice as provided for in the second paragraph of this Section 19), in addition to any other remedies SFS may have, the County shall repay to SFS amounts equal to the product of (x) the SFS Contribution, times (y) a fraction the numerator of which is the number of full calendar months remaining in the Initial Term from and after such date of termination and the denominator of which is the total number of calendar months in the Initial Term.

20. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 14(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

In the event of such termination, the County shall repay to SFS amounts equal to the product of (x) the SFS Contribution, times (y) a fraction the numerator of which is the number of full calendar months remaining in the Initial Term from and after such damage and destruction and the

denominator of which is the total number of calendar months in the Initial Term. During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

21. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold. In the event SFS shall elect to terminate this Agreement in the event of any such taking, County shall pay to SFS an amount equal to the product of (x) the total amount of the SFS Contributions theretofore paid by SFS to County, times (y) a fraction the numerator of which is the number of full calendar months remaining in the Initial Term and the denominator of which is the total number of calendar months in the Initial Term. County agrees not to exercise its right of eminent domain on any part of the Sports Complex premises.

22. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain Tourist Development Bonds which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

23. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.

24. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

25. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of the New York Mets. Should Club sell its major league baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club, provided that SFS shall, not later than five (5) business days following the effective date of the assignment of the Agreement, pay to County one lump-sum payment equal to the unamortized principal balance, as of the effective date of the assignment, of the County's outstanding debt on the bonds issued to generate the County Contributions, the SFS Contributions Bond Revenues, and the Naming Rights Bond Revenues, as set forth on the Bond Amortization Schedule attached as Exhibit "J" hereto. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement.

26. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

27. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

28. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

29. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

30. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

AS TO COUNTY:

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 33482
Telephone: (772) 462-2130
Facsimile: (772) 462-1648

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 33482
Telephone: (772) 462-1420
Facsimile: (772) 462-1440

AS TO SFS:

Sterling Facility Services, L.L.C.
Attn: Paul Taglieri, Vice President
527 NW Peacock Boulevard
Port St. Lucie, FL 34986
Telephone: (772) 871-2121
Facsimile: (772) 878-9802

With a copy to:

Sterling Facility Services, L.L.C.
Attn: David Howard, Executive Vice President
Shea Stadium, 123-01 Roosevelt Avenue
Flushing, New York 11368
Telephone: (718) 565-4309
Facsimile: (718) 446-1225

And with a copy to:

Sterling Facility Services, L.L.C.
Attn: General Counsel
Shea Stadium, 123-01 Roosevelt Avenue
Flushing, New York 11368
Telephone: (718) 565-4397
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

31. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

32. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

33. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 10(D), 14(D), 30 and 36 of this Agreement shall survive the termination of this Agreement.

34. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

35. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

36. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

37. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This

Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

38. ARBITRATION.

A. Within thirty (30) days after the date of the full execution of this Agreement, SFS and County shall cooperate to mutually select three (3) disinterested persons to serve as arbitrators in the event of an arbitrable dispute under this Agreement. If SFS and County are unable to mutually select three (3) arbitrators within such thirty (30) day period, County and SFS shall each select one arbitrator and the two (2) arbitrators so selected shall choose a third arbitrator, which arbitrator shall automatically be the first. The first arbitrator will then determine which arbitrator will initially be second and which will initially be third. The order of the later 2 arbitrators shall switch each time that one of them renders a decision hereunder.

B. The arbitration procedure herein shall be the sole and exclusive method for the determination of any issues subject to arbitration in this Agreement, and the arbitrator may award appropriate remedies, although nothing herein shall be construed to forbid either party from resorting to court for relief from, or to enforce rights under, any arbitration award. Any demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such dispute would be barred by the applicable statutes of limitations. Any arbitrator's award or determination hereunder shall be binding and conclusive on all parties.

C. Each dispute to be resolved by arbitration pursuant to this Agreement shall be submitted to the first arbitrator, if available, and if not, to the second, if available, and if not, to the third. The dispute and all other supporting materials shall be submitted as soon as possible after the matter is first noticed for arbitration, but in any event no more than twenty-four (24) hours thereafter. Notice of submission of a dispute to expedited arbitration shall be made by facsimile transmission to SFS, County, and the selected arbitrator. Such facsimile notice shall be effective upon receipt and sent to all of the notice parties listed in Section 30 of this Agreement at the facsimile telephone numbers set forth therein or such other facsimile telephone numbers as SFS or County may designate by notice pursuant to Section 30. Such notice of arbitration shall state that the arbitration shall be expedited, that all supporting materials must be submitted to the arbitrator within twenty-four (24) hours after the date and time of the notice, and that the arbitrator must make a determination within twenty-four (24) hours of such date and time, unless both parties agree otherwise in writing. With respect to arbitration hereunder, each arbitrator shall agree that he or she shall render his or her decision within twenty-four (24) hours of the submission to him or her of all materials pursuant to this subsection.

D. The expenses of arbitration shall be shared equally by SFS and County, but each party shall be responsible for the fees and disbursements of its own attorneys and the expenses of its own proof. SFS and County shall sign all documents and do all other things necessary to submit any such matter to arbitration and further shall, and hereby do, waive any and all rights they or either of them

may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder.

39. SUBSERVIENCE

This Agreement and each of SFS's obligations hereunder shall in all respects be subject and subordinate to each of the following, as may be amended from time to time: (i) any present or future agreements or arrangements entered into, and binding upon the SFS or the Club, by or on behalf of Major League Baseball or any Major League Baseball clubs acting collectively (collectively, "MLB"), Minor League Baseball or any Minor League Baseball clubs acting collectively (collectively, "MiLB"), the Florida State League ("FSL") or the Gulf Coast League ("GCL") and (ii) the applicable rules, schedules, regulations, policies, bulletins or directives issued or adopted by MLB, MiLB, the FSL or the GCL.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on dates so indicated, as follows.

ATTEST:

C. M. ...
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: *Paula A. Lewis*
VICE-CHAIRMAN

Date signed: August 1, 2003

APPROVED AS TO FORM AND
CORRECTNESS:

BY: *[Signature]*
COUNTY ATTORNEY

WITNESSES:

Diane L. Turner
Anna Bowers

STERLING FACILITY SERVICES, L.L.C.,
a New York limited liability company

BY: *Paul J. Taglieri*

Name: Paul J. Taglieri
Title: Director of Florida Operations

Date signed: August 1, 2003

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 1ST day of August,
2003, by PAULA Lewis, as Vice Chairman of Board of Co. Comm.



Carol A Bishop
My Commission CC938534
Expires May 21, 2004

Carol A. Bishop

Notary Public, State of Florida

My Commission Expires:

Personally known OR Produced
Identification _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 1ST day of August,
2003, by PAUL J. Taglieri, as Director of FL Operations of STERLING FACILITY
SERVICES, L.L.C., a New York limited liability company.



Carol A Bishop
My Commission CC938534
Expires May 21, 2004

Carol A. Bishop

Notary Public, State of Florida

My Commission Expires:

Personally known OR Produced
Identification _____



Carol A Bishop
My Commission CC938534
Expires May 21, 2004

TABLE OF EXHIBITS

<u>Exhibit A</u>	<u>Stadium and Related Training Facilities</u>
<u>Exhibit B</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit C</u>	<u>List of Jointly Developed Initial Term Improvements</u>
<u>Exhibit D</u>	<u>Final Plans and Specifications as Actually Constructed</u>
<u>Exhibit E</u>	<u>Initial Term Improvement Schedule</u>
<u>Exhibit F</u>	<u>Architect's Contract Requirements</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements</u>
<u>Exhibit H</u>	<u>Owner's Contractor Protective Insurance Requirements (if applicable)</u>
<u>Exhibit I</u>	<u>SFS General Construction Liability Insurance (if applicable)</u>
<u>Exhibit J</u>	<u>Bond Amortization Schedule</u>

ST. LUCIE SPORTS COMPLEX
FACILITIES USE AGREEMENT

TABLE OF EXHIBITS

<u>Exhibit A</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit B</u>	<u>Site Plan</u>
<u>Exhibit C</u>	<u>List of Initial Term Improvements</u>
<u>Exhibit D</u>	<u>Final Plans and Specifications</u>
<u>Exhibit E</u>	<u>Initial Term Improvement Schedule</u>
<u>Exhibit F</u>	<u>Architect's Contract Requirements</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements</u>
<u>Exhibit H</u>	<u>Owner's Contractor Protective Insurance Requirements (if applicable)</u>
<u>Exhibit I</u>	<u>SFS General Construction Liability Insurance (if applicable)</u>
<u>Exhibit J</u>	<u>Bond Amortization Schedule</u>

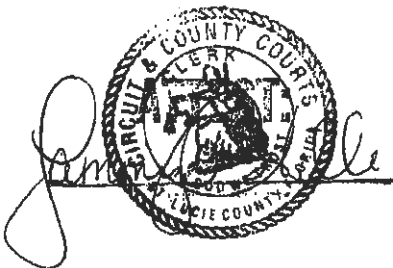
TABLE OF EXHIBITS ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: *Paula A. Lewis*
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: *David C. Howard, EVP*
Print Name: David C. Howard
Title: EVP



[Signature]
COUNTY CLERK

EXHIBIT A

DESCRIPTION OF
REAL PROPERTY ON WHICH SPORTS COMPLEX RESIDES

LEGAL DESCRIPTION OF STADIUM PARCEL PROVIDED BY COUNTY

A Parcel of land lying in sections 23 and 26, Township 36 South, Range 39 East, St. Lucie County, Florida, particularly described as follows (the "Land"):

Commence at the Northeast corner of Section 24, Township 36 South, Range 39 East; thence run North 89°44'41" West along the North line of said Section 24 a distance of 5282.95 feet to the Northwest corner of said Section 24; thence run Southeasterly along the arc of a curve, concave to the Northeast, with radius of 1273.24 feet, and central angle of 31°40'04", and chord bearing of South 15°49'29" East a distance of 703.73 feet to a point of tangency; thence run South 31°39'31" East a distance of 314.70 feet to a point of curvature; thence run Southeasterly along the arc of a curve, concave to the Southwest, with radius of 1096.22 feet and central angle of 28°35'55" a distance of 547.17 feet to a point of tangency; thence run South 03°03'36" East a distance of 292.82 feet; thence run South 86°56'24" West a distance of 638.79 feet to a point of curvature; thence run Southwesterly, along the arc of a curve, concave to the Southeast, with radius of 2864.79 feet and central angle of 47°43'22" a distance of 2386.14 feet; thence run South 50°46'58" East a distance of 60.00 feet to the point of beginning; thence run South 50°25'05" East a distance of 982.20 feet; thence run South 29°08'31" East a distance of 1077.84 feet; thence run South 03°20'05" East a distance of 1328.73 feet; thence run Westerly along the arc of a curve, concave to the Southwest with a radius of 3858.28 feet and Central angle of 17°44'58" a distance of 1195.24 feet to a point of tangency; thence run South 81°00'24" West a distance of 624.60 feet to a point of curvature; thence run Northwesterly along the arc of a curve, concave to the Northeast, with radius of 25.00 feet and Central angle of 90°00'00" a distance of 39.27 feet to a point of tangency; thence run North 08°59'36" West a distance of 770.72 feet to a point of curvature; thence run Northeasterly along the arc of a curve, concave to the Southeast, with radius of 2804.79 feet and central angle of 48°12'38" a distance of 2360.04 feet to the point of beginning. Containing 100.00 acres.

EXHIBIT "A" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

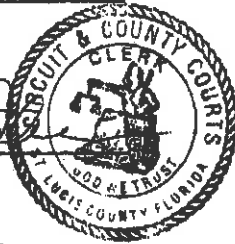
STERLING FACILITY SERVICES, L.L.C.

By: Paula A. Lewis
Print Name: PAULA A. LEWIS
Title: CHAIR

By: David C. Howard, EVP
Print Name: David C. Howard
Title: EVP

ATTEST:

By: [Signature]
Deputy Clerk



APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
County Attorney

EXHIBIT B

SITE PLAN

See Thos. J. White Development Corporation
Dwg. No. 86-100 1702, Sheet C-1 of 17, dated November 7, 1986,
attached hereto and provided by County.

See Jack L. Gordon Architects
Architectural Drawing T0.00 dated August 11, 2003,
attached hereto and provided by Architect.

Note: Notwithstanding that some portions of the Sports Complex (as defined in the Agreement) referenced in the St. Lucie Sports Complex Facilities Use Agreement may not be specifically described or designated on the above-referenced drawings (e.g., the "major league stadium parking area" and the "Clubhouse" referenced in Section 6(D) of the Agreement, and the areas for radio and TV facilities referenced in Section 15(B)(6) of the Agreement), they are included within the "Site Plan."

EXHIBIT "B" ACKNOWLEDGED AND APPROVED:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY**

STERLING FACILITY SERVICES, L.L.C.

By: Paula A. Lewis
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: David C. Howard, EIP
Print Name: David C. Howard
Title: EIP

APPROVED AS TO FORM
AND CONTENTS:
Walter J. [Signature]
COUNTY ATTORNEY



[Signature]
COUNTY CLERK

EXHIBIT C

LIST OF INITIAL TERM IMPROVEMENTS

PRIORITY #	DESCRIPTION
1	AREA "A" - THIRD BASE EXPANSION / INTERIOR ADDITION Additional Seating Party Deck w/ Concession Area Restroom Facilities Club House Expansion Storage Facilities
1A	AREA "A" - HOME PLATE SEATING EXPANSION / BULLPENS Additional Seating Backstop Netting New Bullpens @ Left Field, Right Field
1B	AREA "A" - BATTING CAGE BUILDING New Batting Cage adjacent to existing @ Left Field
2	AREA "B" - FAÇADE EXTENSION / CONCOURSES / SUITES Admin. Offices/Ticket Windows, Team Store Expansion Foundation Stabilization Elevator Stair Extensions Suites & Upper Party Decks Entry Plaza: Shade Structures, Fencing/Gates, Paving, Landscaping
3	AREA "C" - GATE C / FIRST BASE BLEACHERS Concession Stand Entry Gate/Plaza Shade Structure Paving & Landscaping
4	AREA "D" - BERM AREA Restroom Facilities Concession Stand Shade Structure Walkway Paving & Landscaping Scoreboard Relocation

5	MINOR LEAGUE FACILITY IMPROVEMENTS Clubhouse/Weight room Expansion/Modifications
6	NEW HVAC CHILLER PLANT AND SYSTEM

Note: To the extent that any portion of the Initial Term Improvements Budget is not spent on the above-listed Initial Term Improvements, such unspent portion may be used on additional improvements selected by SFS and approved by the County.

EXHIBIT "C" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: *Paula A. Lewis*
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: *David C. Howard, Esq*
Print Name: David C. Howard
Title: EIP

APPROVED AS TO FORM
AND CLERKSHIP

Paula A. Lewis
COUNTY ATTORNEY

ATTEST:

James B. Bell
DEPUTY CLERK

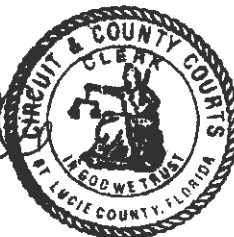


EXHIBIT D

FINAL PLANS AND SPECIFICATIONS

The following is the Table of Contents for the Final Plans, including bidding requirements, contract forms, conditions of the contract, and a list of the applicable drawings and specifications. The Final Plans are in the possession of St. Lucie County. Dates indicated are the dates printed on each document submitted to the County by the Architect.

SECTION

-----	General Conditions	August 11 th , 2003
-----	Supplementary General Conditions	August 11 th , 2003

DIVISION 1 - GENERAL REQUIREMENTS

SECTION

01010	Summary of Work	August 11 th , 2003
01045	Cutting and Patching	August 11 th , 2003
01202	Progress Meetings	August 11 th , 2003
01300	Submittals	August 11 th , 2003
01310	Progress Schedules	August 11 th , 2003
01351	Selective Demolition and Alteration Work	August 11 th , 2003
01400	Testing and Inspection	August 11 th , 2003
01500	Construction Facilities and Temporary Controls	August 11 th , 2003
01600	Materials and Equipment	August 11 th , 2003

DIVISION 2 - SITE WORK

SECTION

02110	Site Preparation	August 11 th , 2003
02300	Earthwork	August 11 th , 2003
02782	Unit Pavers	August 11 th , 2003

DIVISION 3 - CONCRETE

SECTION

03050	Concrete Testing and Control	August 11 th , 2003
03100	Concrete Formwork	August 11 th , 2003
03200	Concrete Reinforcement	August 11 th , 2003
03300	Cast In Place Concrete	August 11 th , 2003
03310	Concrete Work	August 11 th , 2003
03320	Concrete Floor Topping	August 11 th , 2003
03345	Concrete Finishing	August 11 th , 2003

03450	Architectural Precast Concrete Stairs	August 11 th , 2003
03452	Architectural Precast Concrete Elements	August 11 th , 2003

DIVISION 4 - MASONRY

SECTION

04100	Mortar	August 11 th , 2003
04340	Reinforced Unit Masonry System	August 11 th , 2003
04402	Stone Counters	August 11 th , 2003
04270	Glass Unit Masonry	August 11 th , 2003
04280	Unit Masonry	August 11 th , 2003

DIVISION 5 - METALS

SECTION

05120	Structural Steel	August 11 th , 2003
05210	Steel Joists	August 11 th , 2003
05310	Metal Decking	August 11 th , 2003
05411	Light Gauge Steel Framing and Prefabricated Steel Roof Trusses	August 11 th , 2003
05500	Miscellaneous Metals	August 11 th , 2003

DIVISION 6 - WOOD AND PLASTICS

SECTION

06200	Carpentry	August 11 th , 2003
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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION

07140	Liquid Membrane Waterproofing	August 11 th , 2003
07160	Metallic Oxide Waterproofing	August 11 th , 2003
07200	Building Insulation	August 11 th , 2003
07530	Single Ply Membrane Roofing	August 11 th , 2003
07600	Sheet Metal Work	August 11 th , 2003
07610	Preformed Metal Roofing	August 11 th , 2003
07700	Roof Specialties and Accessories	August 11 th , 2003
07811	Sprayed Cementitious Fireproofing	August 11 th , 2003
07820	Plastic Sunscreen Panels	August 11 th , 2003
07830	Translucent Glazing Panels	August 11 th , 2003
07840	Firestops and Smoke Seals	August 11 th , 2003
07900	Joint Sealers	August 11 th , 2003

DIVISION 8 - DOORS AND WINDOWS

SECTION

08100	Steel Doors and Frames	August 11 th , 2003
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08200	Wood Doors	August 11 th , 2003
08300	Access Doors	August 11 th , 2003
08333	Roll-Up Counter Shutters	August 11 th , 2003
08410	Aluminum Entrance Assemblies	August 11 th , 2003
08480	Opening Glass Wall System	August 11 th , 2003
08520	Aluminum Windows	August 11 th , 2003
08582	Bullet-Resistant Ticket Windows	August 11 th , 2003
08700	Finish Hardware	August 11 th , 2003

DIVISION 9 - FINISHES

SECTION

09200	Lathing and Plastering	August 11 th , 2003
09250	Gypsum Drywall	August 11 th , 2003
09310	Ceramic Tile	August 11 th , 2003
09510	Acoustic Panel Ceilings	August 11 th , 2003
09650	Resilient Tile Flooring	August 11 th , 2003
09670	Rubber Flooring	August 11 th , 2003
09681	Carpet	August 11 th , 2003
09704	Resinous Flooring	August 11 th , 2003
09900	Painting and Finishing	August 11 th , 2003
09960	Wall Coverings	August 11 th , 2003

DIVISION 10 - SPECIALTIES

SECTION

10100	Markerboards	August 11 th , 2003
10160	Toilet Partitions	August 11 th , 2003
10200	Aluminum Louvers	August 11 th , 2003
10500	Lockers	August 11 th , 2003
10522	Fire Extinguishers and Cabinets	August 11 th , 2003
10800	Toilet Accessories	August 11 th , 2003

DIVISION 11 - EQUIPMENT

SECTION

11132	Projection Screens	August 11 th , 2003
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DIVISION 12 - FURNISHINGS SECTION - NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION - NOT USED

DIVISION 14 - CONVEYING SYSTEMS

SECTION

14212	Hydraulic Elevators	August 11 th , 2003
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DIVISION 15 - MECHANICAL

SECTION

15010	Plumbing Work, General	August 11 th , 2003
15060	Plumbing Piping and Fittings	August 11 th , 2003
15450	Plumbing Fixtures, Trims and Drains	August 11 th , 2003
15465	Water Heating – Finned Tube Gas Boilers	August 11 th , 2003
15500	Fire Protection Systems	August 11 th , 2003
15650	HVAC General	August 11 th , 2003
15687	HVAC – Piping Chilled Water	August 11 th , 2003
15700	Central Station Air Handling Unit	August 11 th , 2003
15710	Fan Coil Air Handling Unit	August 11 th , 2003
15825	Wall Exhaust Fan Centrifugal – Belt Drive	August 11 th , 2003
15826	Fans, In-Line Centrifugal	August 11 th , 2003
15840	Ductwork, Fiberglass	August 11 th , 2003
15841	Ductwork, Sheet Metal	August 11 th , 2003
15845	Ductwork, Flexible	August 11 th , 2003
15865	Variable Air Volume Terminal Units	August 11 th , 2003
15899	Testing, Adjusting, and Balancing of Environmental Systems (Contractor)	August 11 th , 2003
15905	DDC Building Management & Temperature Control System – VAV Chilled Water	August 11 th , 2003

DIVISION 16 - ELECTRICAL

SECTION

16010	Electrical General Specifications	August 11 th , 2003
16110	Electrical Raceways	August 11 th , 2003
16120	Cable, Wire and Connectors	August 11 th , 2003
16125	Identification and Location	August 11 th , 2003
16130	Electrical Boxes and Fittings	August 11 th , 2003
16134	Panelboards and Enclosures	August 11 th , 2003
16140	Wiring Devices	August 11 th , 2003
16160	Motor Controls	August 11 th , 2003
16170	Safety and Disconnect Switches	August 11 th , 2003
16190	Equipment Supports	August 11 th , 2003
16460	Transformers – Low Voltage Dry Type	August 11 th , 2003
16475	Distribution Switchboards – Circuit Breaker	August 11 th , 2003
16485	Lighting Contactors	August 11 th , 2003
16500	Lighting Fixtures	August 11 th , 2003
16610	Transient Voltage Surge Suppression System	August 11 th , 2003
16790	Telephone/Data System	August 11 th , 2003

Drawing List

ARCHITECTURAL

T0.00	Title Page	August 11 th , 2003
T0.02	Title Sheet	August 11 th , 2003
A1.00	Site Plan	August 11 th , 2003
A1.01	Ground Floor Plan	August 11 th , 2003
A1.01A	Ground Floor Plan - Section A	August 11 th , 2003
A1.01B	Ground Floor Plan - Section B	August 11 th , 2003
A1.01C	Ground Floor Plan - Section C	August 11 th , 2003
A1.01D	Ground Floor Plan - Section D	August 11 th , 2003
A1.02	Concourse Plan	August 11 th , 2003
A1.02A	Concourse Plan - Section A	August 11 th , 2003
A1.02B	Concourse Plan - Section B	August 11 th , 2003
A1.03	Suite Level Plan & Press Level Plan	August 11 th , 2003
A1.03B	Suite level Plan - Section B	August 11 th , 2003
A1.04B	Press Level Plan - Section B	August 11 th , 2003
A1.05A	Roof Plan - Section A	August 11 th , 2003
A1.05C-D	Roof Plan - Sections C & D	August 11 th , 2003
A1.06	Plaza Plan	August 11 th , 2003
A1.07	Geometry Plan	August 11 th , 2003
A2.01A	Ground Floor Reflected Ceiling Plan - Section A	August 11 th , 2003
A2.01B	Ground Floor Reflected Ceiling Plan - Section B	August 11 th , 2003
A2.01C	Ground Floor Reflected Ceiling Plan - Section C	August 11 th , 2003
A2.02A	Concourse Reflected Ceiling Plan - Section A	August 11 th , 2003
A2.02B	Concourse Reflected Ceiling Plan - Section B	August 11 th , 2003
A2.03B	Suite Reflected Ceiling Plan - Section B	August 11 th , 2003
A4.00	West Stadium Elevations	August 11 th , 2003
A4.01	South Stadium Elevations	August 11 th , 2003
A4.10	Stadium Cross Sections - Section A	August 11 th , 2003
A4.20	Building Sections - Section B	August 11 th , 2003
A4.30	Building Sections - Berm	August 11 th , 2003
A5.00	Prefabricated Metal Building Batting Cage	August 11 th , 2003
A5.01	V.I.P. Entrance, Gate C & Ticket Booth	August 11 th , 2003
A5.10	Section A Toilet Building Detail Plan & Sections	August 11 th , 2003
A5.11	Section A Elevations	August 11 th , 2003
A5.15	Section A Concession Detail Plan, Elevation & Section	August 11 th , 2003
A5.20	Section B Vendor's Room Plan, Elevation & Sections	August 11 th , 2003
A5.30	Section C Concession Detail Plan, Elevation & Sections	August 11 th , 2003
A5.31	Section C Elevations	August 11 th , 2003
A5.40	Section D Plan, Elevation & Sections	August 11 th , 2003
A6.00	Main Elevator	August 11 th , 2003
A6.01	Elevator Sections	August 11 th , 2003
A6.10	Stairs 1 & 2	August 11 th , 2003
A6.11	Stairs 3 & 4	August 11 th , 2003
A6.12	Stairs 5 & 7	August 11 th , 2003
A6.20	Ramps C, D & E	August 11 th , 2003
A6.30	Berm Ramp	August 11 th , 2003
A7.01	Building Details	August 11 th , 2003
A7.02	Column Details	August 11 th , 2003

A7.03	Plaza Details	August 11 th , 2003
A7.04	Wall Sections	August 11 th , 2003
A7.10	Wall Sections	August 11 th , 2003
A7.11	Wall Sections	August 11 th , 2003
A7.12	Wall Sections	August 11 th , 2003
A7.13	Roof Details	August 11 th , 2003
A7.14	Slab Details	August 11 th , 2003
A8.00	Railing Types	August 11 th , 2003
A9.00	Door Schedule	August 11 th , 2003

STRUCTURAL

S1.01A	Foundation Plan - Section A	August 8 th , 2003
S1.01B	Foundation Plan - Section B	August 8 th , 2003
S1.01C	Foundation Plan - Section C	August 8 th , 2003
S1.01D	Foundation Plan - Section D	August 8 th , 2003
S1.02A	Concourse Framing Plan - Section A	August 8 th , 2003
S1.02B	Concourse Framing Plan - Section B	August 8 th , 2003
S1.03B	Suite Level Framing Plan - Section B	August 8 th , 2003
S1.04B	Press Level Framing Plan - Section B	August 8 th , 2003
S1.05A	Roof Plan - Section A	August 8 th , 2003
S1.05C-D	Roof Framing Plans - Section C & D	August 8 th , 2003
S2.01	Notes, Schedules & Details	August 8 th , 2003
S3.01	Sections & Details	August 8 th , 2003
S3.02	Sections & Details	August 8 th , 2003

MECHANICAL

M1.01A	Mechanical Ground Floor Plan - Section A	August 14 th , 2003
M1.01B	Mechanical Ground Floor Plan - Section B	August 14 th , 2003
M1.01C	Mechanical Ground Floor Plan - Section C	August 14 th , 2003
M1.01D	Mechanical Ground Floor Plan - Section D	August 14 th , 2003
M1.02A	Mechanical Concourse Floor Plan - Section A	August 14 th , 2003
M1.02B	Mechanical Concourse Floor Plan - Section B	August 14 th , 2003
M1.03B	Mechanical Suite Floor Plan - Section B	August 14 th , 2003
M1.04B	Mechanical Press Floor Plan - Section B	August 14 th , 2003
M3.00	Mechanical Schedules and Legend	August 14 th , 2003
M3.01	Mechanical Details	August 14 th , 2003
M5.00	Mechanical Control Plan	August 14 th , 2003

ELECTRICAL

E1.00	Electrical Site Plan	August 14 th , 2003
E1.01A.1	Electrical Ground Floor Plan - Section A Lighting	August 14 th , 2003
E1.01A.2	Electrical Ground Floor Plan - Section A Power	August 14 th , 2003
E1.01A.3	Electrical Ground Floor Plan - Section A FA/Comm.	August 14 th , 2003
E1.01B.1	Electrical Ground Floor Plan - Section B Lighting	August 14 th , 2003
E1.01B.2	Electrical Ground Floor Plan - Section B Power	August 14 th , 2003
E1.01B.3	Electrical Ground Floor Plan - Section B FA/Comm.	August 14 th , 2003
E1.01C.1	Electrical Ground Floor Plan - Section C Lighting	August 14 th , 2003
E1.01C.2	Electrical Ground Floor Plan - Section C Power	August 14 th , 2003

E1.01C.3	Electrical Ground Floor Plan - Section C FA/Comm.	August 14 th , 2003
E1.01D.1	Electrical Ground Floor Plan - Section D Lighting	August 14 th , 2003
E1.01D.2	Electrical Ground Floor Plan - Section D Power	August 14 th , 2003
E1.01D.3	Electrical Ground Floor Plan - Section D FA/Comm.	August 14 th , 2003
E1.02A.1	Electrical Concourse Floor Plan - Section A Lighting	August 14 th , 2003
E1.02A.2	Electrical Concourse Floor Plan - Section A Power	August 14 th , 2003
E1.02A.3	Electrical Concourse Floor Plan - Section A FA/Comm.	August 14 th , 2003
E1.02B.1	Electrical Concourse Floor Plan - Section B Lighting	August 14 th , 2003
E1.02B.2	Electrical Concourse Floor Plan - Section B Power	August 14 th , 2003
E1.02B.3	Electrical Concourse Floor Plan - Section B FA/Comm.	August 14 th , 2003
E1.03B.1	Electrical Suite Floor Plan - Section B Lighting	August 14 th , 2003
E1.03B.2	Electrical Suite Floor Plan - Section B Power	August 14 th , 2003
E1.03B.3	Electrical Suite Floor Plan - Section B FA/Comm.	August 14 th , 2003
E1.04B.1	Electrical Press Floor Plan - Section B Lighting	August 14 th , 2003
E1.04B.2	Electrical Press Floor Plan - Section B	August 14 th , 2003
E2.00	Electrical Concession Floor Plans - 1/4" Scale	August 14 th , 2003
E3.00	Electrical Panels	August 14 th , 2003
E3.01	Electrical Details	August 14 th , 2003
E4.00	Electrical Riser	August 14 th , 2003
E4.01	Electrical Legends	August 14 th , 2003

PLUMBING

P1.01A	Plumbing Ground Floor Plan Section A	August 14 th , 2003
P1.01B	Plumbing Ground Floor Plan Section B	August 14 th , 2003
P1.01C	Plumbing Ground Floor Plan Section C	August 14 th , 2003
P1.01D	Plumbing Ground Floor Plan Section D	August 14 th , 2003
P1.02A	Plumbing Concourse Floor Plan Section A	August 14 th , 2003
P1.02B	Plumbing Concourse Floor Plan B	August 14 th , 2003
P1.03B	Plumbing Suite Floor Plan Section B	August 14 th , 2003
P1.04B	Plumbing Press Floor Plan Section B	August 14 th , 2003
P2.00	Plumbing Concession Floor Plans - 1/4" Scale	August 14 th , 2003
P3.00	Plumbing Schedules and Details	August 14 th , 2003
P3.01	Plumbing Schedules and Details	August 14 th , 2003
P3.02	Concession Stands - Plumbing Schedules and Details	August 14 th , 2003
P4.00	Plumbing - Sanitary Risers	August 14 th , 2003
P4.02	Concession Stands - Sanitary Risers	August 14 th , 2003
P4.03	Plumbing - Gas Risers	August 14 th , 2003

EXHIBIT "D" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: Paula A. Lewis
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: David C. Howard, EVP
Print Name: David C. Howard
Title: EVP

APPROVED BY THE CLERK
AND
[Signature]
COUNTY CLERK

ATTEST:
[Signature]
DEPUTY CLERK



EXHIBIT E

INITIAL TERM IMPROVEMENT SCHEDULE

See attached document with a "run date" of OCT/17/03 entitled:

RODDA CONSTRUCTION, INC.

St. Lucie Sports Complex Renovation

Note: The Initial Term Improvement Schedule is subject to change as the result of Change Orders.

EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

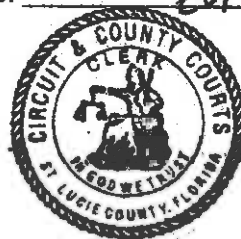
STERLING FACILITY SERVICES, L.L.C.

By: Paula A. Lewis
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: David C. Howard, EUP
Print Name: David C. Howard
Title: EUP

ATTEST:

Jimmy D. Belle



PRECONSTRUCTION

1810	50% Project Drawings	1	0	JUL/03/03	JUL/03/03	100
2130	Permitting	15	0	JUL/29/03	SEP/30/03	100
INCREASE SEATING EXPANSION, INTERIOR ADDITION						
2360	Demolition	5	0	AUG/11/03	AUG/29/03	100
2290	Construction Drawings	1	0	AUG/27/03	AUG/27/03	100
1610	Electrical Rough-in	30	30	SEP/02/03	NOV/29/03	0
1390	Foundation	23	0	SEP/15/03	OCT/1/03	100
2150	Underground Utilities	6	0	SEP/18/03	OCT/03/03	100
1550	Structural Steel	25	4	OCT/14/03	OCT/22/03	85
2370	Slab on Grade	9	9	OCT/17/03	OCT/29/03	0
1580	Masonry	16	16	OCT/17/03	NOV/07/03	0
1800	Steel Canopy	11	11	OCT/22/03	NOV/05/03	0
1500	Deck Structure	8	8	OCT/23/03	NOV/03/03	0
1820	Bar Joists / Metal Deck	8	8	OCT/29/03	NOV/07/03	0
1620	Plumbing Rough-in	19	19	OCT/29/03	NOV/24/03	0
1630	HVAC Rough-in	19	19	OCT/29/03	NOV/24/03	0
2160	Elevated Double Slab	4	4	NOV/03/03	NOV/09/03	0
1680	Interior Framing	10	10	NOV/06/03	NOV/19/03	0
2140	Steel Stairs	3	3	NOV/07/03	NOV/11/03	0
2380	Modified Bituminous Roofing	5	5	NOV/12/03	NOV/18/03	0
1690	Insulation / Furring / Drywall	17	17	NOV/19/03	DEC/11/03	0
1770	Door Frames	7	7	NOV/20/03	DEC/01/03	0
1780	Hang Doors	10	10	DEC/02/03	DEC/16/03	0
1730	Paint	18	18	DEC/10/03	JAN/06/04	0
1860	Railings	22	22	DEC/11/03	JAN/13/04	0
1700	Electrical Finish	15	15	DEC/12/03	JAN/05/04	0
1750	Ceramic Tile	11	11	DEC/15/03	DEC/30/03	0
1840	Canvas over Canopy	3	3	DEC/23/03	DEC/28/03	0
2400	Ceiling Grid	8	8	DEC/24/03	JAN/06/04	0
1710	HVAC Finish	13	13	DEC/26/03	JAN/14/04	0
1920	Millwork	7	7	DEC/29/03	JAN/07/04	0
1790	Field Padding	10	10	DEC/30/03	JAN/13/04	0
1720	Plumbing Finish	5	5	DEC/31/03	JAN/07/04	0
1740	Floorcovering	12	12	JAN/05/04	JAN/20/04	0
1930	Lockers	5	5	JAN/07/04	JAN/13/04	0
1760	Toilet Partitions / Accessories	8	8	JAN/08/04	JAN/19/04	0
1670	Install Sealing	13	13	JAN/13/04	JAN/29/04	0
2270	Punchlist	13	13	JAN/29/04	FEB/16/04	0

150% Project Drawings

Permitting

Demolition

Construction Drawings

Foundation

Underground Utilities

Structural Steel

Slab on Grade

Masonry

Steel Canopy

Deck Structure

Bar Joists / Metal Deck

Plumbing Rough-in

HVAC Rough-in

Elevated Double Slab

Interior Framing

Steel Stairs

Modified Bituminous Roofing

Insulation / Furring / Drywall

Door Frames

Hang Doors

Paint

Railings

Electrical Finish

Ceramic Tile

Canvas over Canopy

Ceiling Grid

HVAC Finish

Millwork

Field Padding

Plumbing Finish

Floorcovering

Lockers

Toilet Partitions / Access

Install Sealing

Punchlist



RODDA
CONSTRUCTION, INC.
10000 W. CENTRAL EXP.
SUITE 2000
DENVER, CO 80202

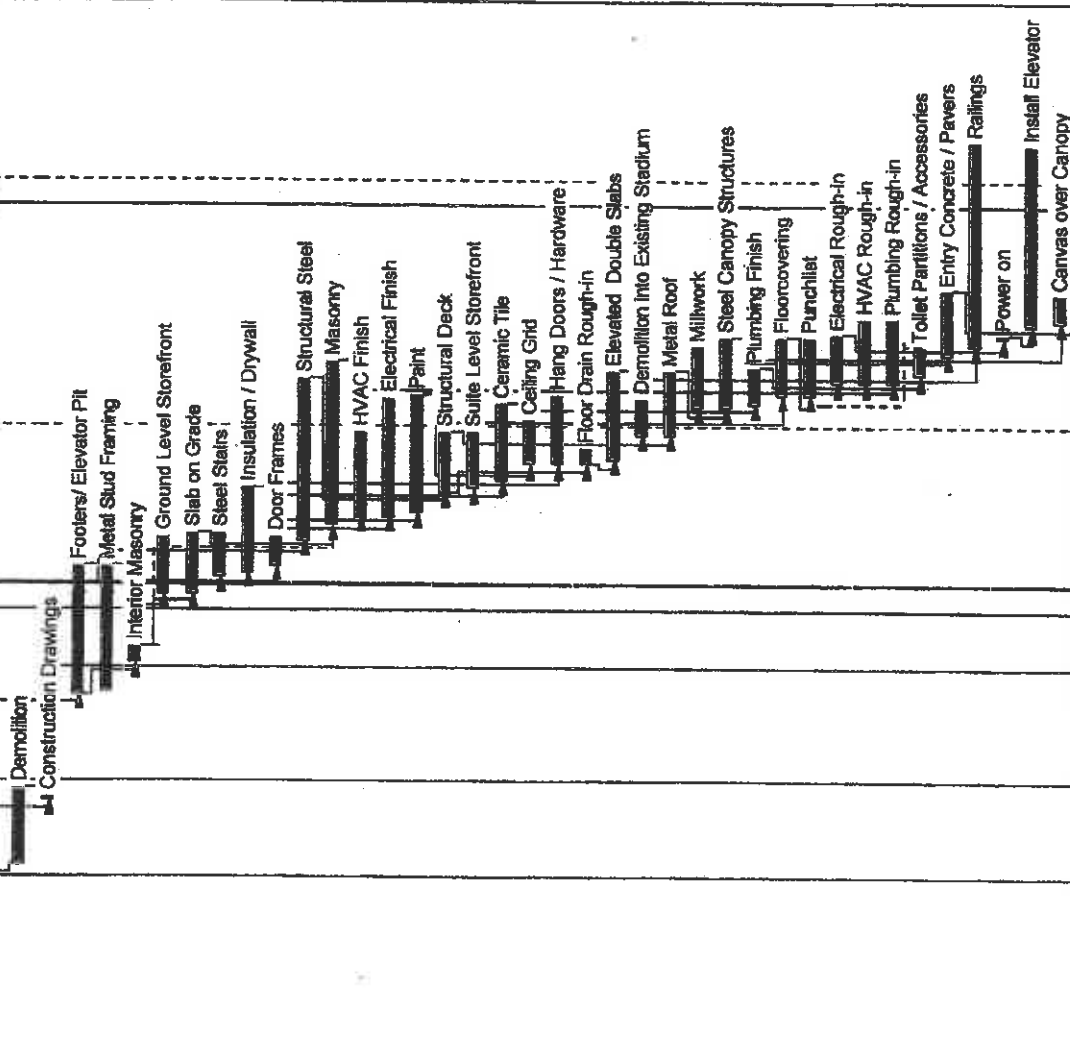
RODDA CONSTRUCTION, INC.
St. Lucie Sports Complex Renovation

Start date	JUL/01/03	Early bar
Finish date	FEB/16/04	Progress bar
Date date	OCT/17/03	Critical bar
Run date	OCT/17/03	Summary bar
Page number	1A	Start milestone point
		Finish milestone point

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FAÇADE EXTENSION / CONCOURSES / SUITES

Activity	Quantity	Start Date	Finish Date	Percentage
1270 Demolition	9	01 AUG/11/03	AUG/29/03	100
1640 Construction Drawings	1	01 AUG/27/03	AUG/27/03	100
1010 Footers/ Elevator Pit	28	4 SEP/22/03	OCT/23/03	85
1340 Metal Stud Framing	20	5 SEP/23/03	OCT/23/03	75
1440 Interior Masonry	4	0 SEP/30/03	OCT/03/03	100
2170 Ground Level Storefront	10	10 OCT/17/03	OCT/30/03	0
2320 Slab on Grade	11	11 OCT/17/03	OCT/31/03	0
1420 Steel Stairs	8	8 OCT/21/03	OCT/31/03	0
1430 Insulation / Drywall	15	15 OCT/22/03	NOV/11/03	0
1380 Door Frames	5	5 OCT/24/03	OCT/30/03	0
1280 Structural Steel	28	28 OCT/30/03	DEC/08/03	0
1310 Masonry	29	29 NOV/03/03	DEC/20/03	0
1500 HVAC Finish	15	15 NOV/05/03	NOV/25/03	0
1490 Electrical Finish	20	20 NOV/05/03	DEC/03/03	0
1450 Paint	20	20 NOV/05/03	DEC/04/03	0
1280 Structural Deck	10	10 NOV/11/03	NOV/25/03	0
2350 Suite Level Storefront	10	10 NOV/12/03	NOV/25/03	0
1470 Ceramic Tile	12	12 NOV/14/03	DEC/02/03	0
1510 Ceiling Grid	8	8 NOV/18/03	NOV/26/03	0
1530 Hang Doors / Hardware	12	12 NOV/18/03	DEC/04/03	0
2330 Floor Drain Rough-in	3	3 NOV/18/03	NOV/21/03	0
1290 Elevated Double Slabs	14	14 NOV/19/03	DEC/10/03	0
1300 Demolition into Existing Stadium	5	5 NOV/25/03	DEC/03/03	0
1330 Metal Roof	10	10 NOV/25/03	DEC/10/03	0
1540 Millwork	11	11 DEC/02/03	DEC/16/03	0
1400 Steel Canopy Structures	12	12 DEC/02/03	DEC/18/03	0
1480 Plumbing Finish	7	7 DEC/03/03	DEC/11/03	0
1490 Floorcovering	10	10 DEC/05/03	DEC/18/03	0
1570 Punchlist	10	10 DEC/05/03	DEC/18/03	0
1350 Electrical Rough-in	10	10 DEC/08/03	DEC/19/03	0
1360 HVAC Rough-in	12	12 DEC/08/03	DEC/23/03	0
1370 Plumbing Rough-in	12	12 DEC/08/03	DEC/23/03	0
1520 Toilet Partitions / Accessories	5	5 DEC/10/03	DEC/16/03	0
2410 Entry Concrete / Pavers	10	10 DEC/15/03	DEC/30/03	0
1580 Railings	33	33 DEC/17/03	FEB/04/04	0
1830 Power on	1	1 DEC/19/03	DEC/19/03	0
1320 Install Elevator	30	30 DEC/22/03	FEB/03/04	0
2040 Canvas over Canopy	3	3 DEC/23/03	DEC/29/03	0



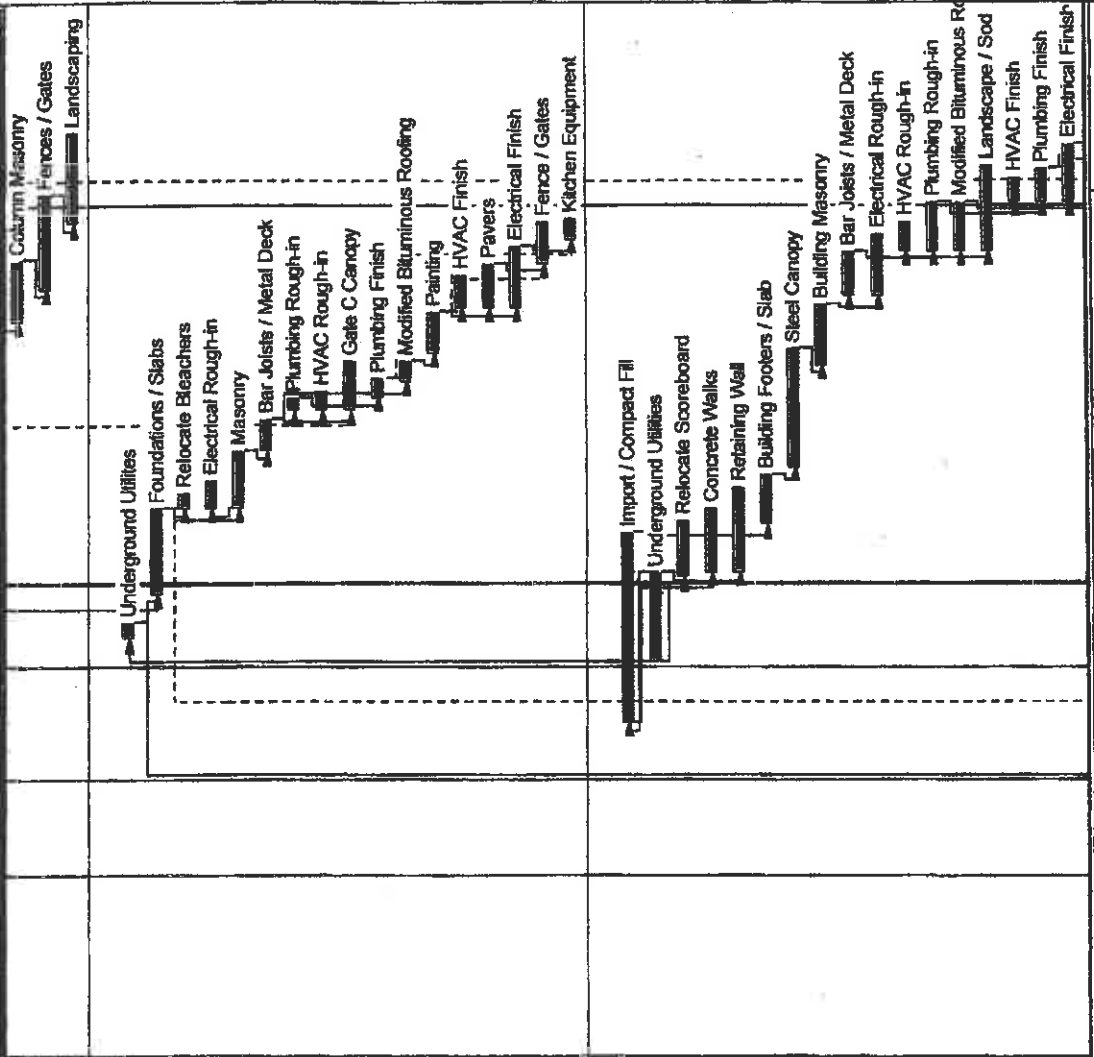
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RODDA CONSTRUCTION, INC.
 St. Lucie Sports Complex Renovation






Task ID	Description	Start	Duration	End	Early Start	Early End
1410	Column Masonry	8 DEC 23/03	8	10 OCT 09/03	8 DEC 23/03	10 OCT 09/03
2110	Fences / Gates	15 DEC 22/04	15	30 JAN 06/04	15 DEC 22/04	30 JAN 06/04
2420	Landscaping	15 JAN 16/04	15	30 FEB 06/04	15 JAN 16/04	30 FEB 06/04
GATES / BLEACHERS						
1980	Underground Utilities	5 OCT 10/03	5	10 OCT 09/03	5 OCT 10/03	10 OCT 09/03
1940	Foundations / Slabs	15 OCT 17/03	15	30 NOV 06/03	15 OCT 17/03	30 NOV 06/03
2200	Relocate Bleachers	2 NOV 07/03	2	4 NOV 10/03	2 NOV 07/03	4 NOV 10/03
1990	Electrical Rough-in	5 NOV 07/03	5	10 NOV 13/03	5 NOV 07/03	10 NOV 13/03
1950	Masonry	10 NOV 07/03	10	20 NOV 20/03	10 NOV 07/03	20 NOV 20/03
1960	Bar Joists / Metal Deck	5 NOV 12/03	5	10 NOV 28/03	5 NOV 12/03	10 NOV 28/03
2000	Plumbing Rough-in	3 DEC 01/03	3	6 DEC 03/03	3 DEC 01/03	6 DEC 03/03
2010	HVAC Rough-in	5 DEC 01/03	5	10 DEC 05/03	5 DEC 01/03	10 DEC 05/03
1970	Gate C Canopy	10 DEC 01/03	10	20 DEC 12/03	10 DEC 01/03	20 DEC 12/03
2050	Plumbing Finish	3 DEC 04/03	3	6 DEC 08/03	3 DEC 04/03	6 DEC 08/03
2090	Modified Bituminous Roofing	5 DEC 08/03	5	10 DEC 12/03	5 DEC 08/03	10 DEC 12/03
2020	Painting	8 DEC 15/03	8	16 DEC 24/03	8 DEC 15/03	16 DEC 24/03
2060	HVAC Finish	5 DEC 26/03	5	10 JAN 02/04	5 DEC 26/03	10 JAN 02/04
2080	Pavers	6 DEC 28/03	6	12 JAN 05/04	6 DEC 28/03	12 JAN 05/04
2070	Electrical Finish	10 DEC 29/03	10	19 JAN 09/04	10 DEC 29/03	19 JAN 09/04
2100	Fence / Gates	8 JAN 06/04	8	14 JAN 16/04	8 JAN 06/04	14 JAN 16/04
2280	Kitchen Equipment	5 JAN 12/04	5	10 JAN 18/04	5 JAN 12/04	10 JAN 18/04
STRUCTURE						
1040	Import / Compact Fill	8 SEP 15/03	32	17 OCT 13/03	8 SEP 15/03	17 OCT 13/03
1000	Underground Utilities	5 SEP 20/03	5	25 OCT 12/03	5 SEP 20/03	25 OCT 12/03
1120	Relocate Scoreboard	10 OCT 12/03	10	20 NOV 03/03	10 OCT 12/03	20 NOV 03/03
1050	Concrete Walks	12 OCT 22/03	12	24 NOV 06/03	12 OCT 22/03	24 NOV 06/03
1020	Retaining Wall	15 OCT 22/03	15	30 NOV 11/03	15 OCT 22/03	30 NOV 11/03
1060	Building Footers / Slab	10 NOV 03/03	10	20 NOV 14/03	10 NOV 03/03	20 NOV 14/03
1080	Steel Canopy	20 NOV 17/03	20	17 DEC 15/03	20 NOV 17/03	17 DEC 15/03
1070	Building Masonry	10 DEC 12/03	10	22 DEC 28/03	10 DEC 12/03	22 DEC 28/03
1190	Bar Joists / Metal Deck	8 DEC 29/03	8	16 JAN 09/04	8 DEC 29/03	16 JAN 09/04
1100	Electrical Rough-in	10 DEC 29/03	10	19 JAN 12/04	10 DEC 29/03	19 JAN 12/04
1090	HVAC Rough-in	5 JAN 09/04	5	14 JAN 15/04	5 JAN 09/04	14 JAN 15/04
1110	Plumbing Rough-in	8 JAN 09/04	8	16 JAN 20/04	8 JAN 09/04	16 JAN 20/04
1200	Modified Bituminous Roofing	8 JAN 09/04	8	16 JAN 20/04	8 JAN 09/04	16 JAN 20/04
1220	Landscape / Sod	15 JAN 09/04	15	30 JAN 29/04	15 JAN 09/04	30 JAN 29/04
1170	HVAC Finish	4 JAN 21/04	4	8 JAN 28/04	4 JAN 21/04	8 JAN 28/04
1160	Plumbing Finish	6 JAN 21/04	6	12 JAN 28/04	6 JAN 21/04	12 JAN 28/04
1180	Electrical Finish	10 JAN 21/04	10	20 FEB 03/04	10 JAN 21/04	20 FEB 03/04

RODDA CONSTRUCTION, INC.

St. Lucie Sports Complex Renovation



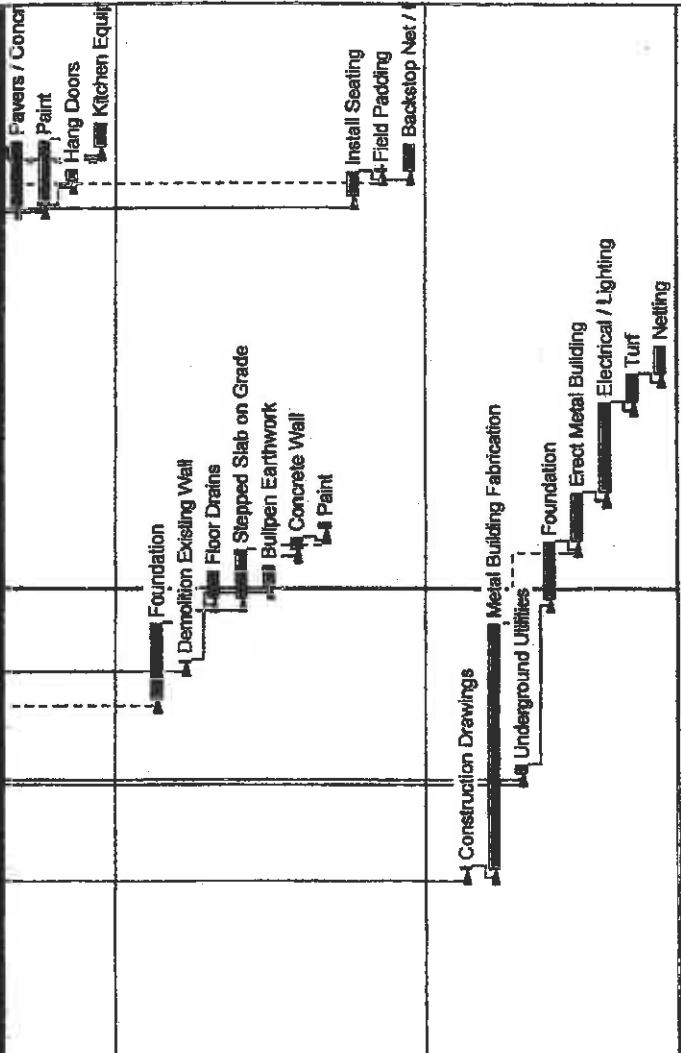
RODDA
CONSTRUCTION, INC.
GENERAL CONTRACTORS

Start date: JUL 01/03
 Finish date: FEB 16/04
 Delta date: OCT 17/03
 Run date: OCT 17/03
 Page number: 3A

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Activity	Start	End	Duration	ES	EF	LS	LF	SS	FF	FS	FF
1210 Pavers / Concrete	12	12	JAN/21/04	FEB/05/04	0						
1250 Paint	12	12	JAN/21/04	FEB/05/04	0						
1150 Hang Doors	3	3	JAN/27/04	JAN/29/04	0						
1230 Kitchen Equipment	4	4	FEB/04/04	FEB/08/04	0						
HOME PLAYS SEATING EXPANSION / BULLPENS											
1860 Foundation	5	0	SEP/22/03	OCT/10/03	100						
1850 Demolition Existing Wall	1	0	OCT/01/03	OCT/01/03	100						
1890 Floor Drains	5	5	OCT/17/03	OCT/23/03	0						
1890 Stepped Slab on Grade	8	8	OCT/17/03	OCT/28/03	0						
2180 Bullpen Earthwork	5	5	OCT/20/03	OCT/24/03	0						
1870 Concrete Wall	3	3	OCT/29/03	OCT/31/03	0						
1810 Paint	2	2	NOV/03/03	NOV/04/03	0						
1900 Install Seating	4	4	JAN/23/04	JAN/28/04	0						
2190 Field Paddling	1	1	JAN/29/04	JAN/29/04	0						
2020 Backstop Net / Poles	5	5	JAN/29/04	FEB/04/04	0						
NEW BAITING CAGE											
2300 Construction Drawings	1	0	AUG/11/03	AUG/11/03	100						
2310 Metal Building Fabrication	44	0	AUG/11/03	OCT/10/03	100						
2210 Underground Utilities	5	0	SEP/04/03	SEP/05/03	100						
2220 Foundation	10	10	OCT/17/03	OCT/30/03	0						
2230 Erect Metal Building	8	8	OCT/31/03	NOV/11/03	0						
2240 Electrical / Lighting	15	15	NOV/12/03	DEC/03/03	0						
2260 Turf	5	5	DEC/04/03	DEC/10/03	0						
2250 Netting	5	5	DEC/11/03	DEC/17/03	0						



RODDA CONSTRUCTION, INC.
St. Lucie Sports Complex Renovation

Start date	JUL/01/03
Finish date	FEB/16/04
Data date	OCT/17/03
Run date	OCT/17/03
Page number	4A

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EXHIBIT F

ARCHITECT'S CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the Initial Term Improvements and notify County and SFS in writing of observed deficiencies in the Work being deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will use commercially reasonable efforts based upon prudent standards in the architecture industry to monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS as the following (subject to applicable policy exclusions, conditions and terms such as aggregates and deductibles, among others):

a. Liability Insurance. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written on a per occurrence basis.

b. Workers' Compensation and Employers Liability Insurance. Workers' Compensation and Employers Liability insurance in accordance with New York statutory requirements.

c. Umbrella Liability Insurance. Umbrella or excess liability coverage at not less than a \$1,000,000 limit.

d. Architects Professional Liability Insurance. Architects Professional Liability Insurance at not less than a \$2,000,000 limit.

EXHIBIT "F" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: Paula A. Lewis
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: David C. Howard, EVP
Print Name: David C. Howard
Title: EVP

PROVEN AS TO FORM
AND CONTENTS:

COUNTY ATTORNEY

ATTEST:

DEPUTY CLERK

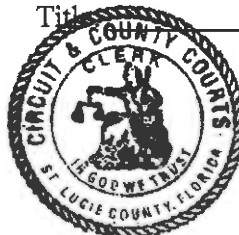


EXHIBIT G

CONTRACTOR'S CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed under the supervision and control of a certified general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events and SFS delay; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS as the following (subject to applicable policy exclusions, conditions and terms such as aggregates and deductibles, among others):

a. Liability Insurance. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written on a per occurrence basis.

b. Workers' Compensation and Employers Liability Insurance. Workers' Compensation and Employers Liability insurance in accordance with Florida statutory requirements.

c. Automobile Liability Insurance. Automobile liability coverage with limits of not less than \$1,000,000 each accident, combined single limit for bodily injury or death and property damage.

d. Umbrella Liability Insurance. Umbrella or excess liability coverage at not less than a \$10,000,000 limit.

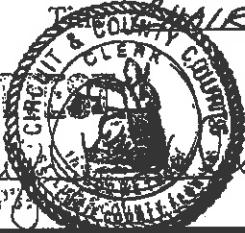
EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: *Paula A. Lewis*
Print Name: PAULA A. LEWIS
Title: CHAIRMAN

By: *David C. Howard, EVP*
Print Name: David C. Howard
Title: EVP



APPROVED AS TO FORM
AND CORRECTNESS:
David C. Howard
COUNTY ATTORNEY

EXHIBIT H

OWNER'S CONTRACTOR PROTECTIVE INSURANCE REQUIREMENTS

Not applicable. Intentionally omitted.

EXHIBIT I

SFS GENERAL CONSTRUCTION LIABILITY INSURANCE REQUIREMENTS

Not applicable. Intentionally omitted.

EXHIBIT J

BOND AMORTIZATION SCHEDULE

I. St. Lucie County, Florida Tourist Development Tax Revenue Bond, Series 2003

<u>Period Ending</u>	<u>Outstanding Principal Balance (Prior)</u>	<u>Debt Service Principal</u>	<u>Coupon Ann. Rate</u>	<u>Debt Service Interest</u>	<u>Debt Service Total</u>	<u>Unamortized Principal Balance Remaining</u>
9/10/2003	\$6,055,000.00	-----	-----	-----	-----	-----
11/1/2003	\$6,055,000.00	-----	4.605%	\$39,501.31	\$39,501.31	\$6,055,000.00
5/1/2004	\$6,055,000.00	\$189,000.00	4.605%	\$139,416.38	\$328,416.38	\$5,866,000.00
11/1/2004	\$5,866,000.00	\$151,000.00	4.605%	\$135,064.65	\$286,064.65	\$5,715,000.00
5/1/2005	\$5,715,000.00	\$155,000.00	4.605%	\$131,587.88	\$286,587.88	\$5,560,000.00
11/1/2005	\$5,560,000.00	\$159,000.00	4.605%	\$128,019.00	\$287,019.00	\$5,401,000.00
5/1/2006	\$5,401,000.00	\$162,000.00	4.605%	\$124,358.03	\$286,358.03	\$5,239,000.00
11/1/2006	\$5,239,000.00	\$166,000.00	4.605%	\$120,627.98	\$286,627.98	\$5,073,000.00
5/1/2007	\$5,073,000.00	\$170,000.00	4.605%	\$116,805.83	\$286,805.83	\$4,903,000.00
11/1/2007	\$4,903,000.00	\$174,000.00	4.605%	\$112,891.58	\$286,891.58	\$4,729,000.00
5/1/2008	\$4,729,000.00	\$177,000.00	4.605%	\$108,885.23	\$285,885.23	\$4,552,000.00
11/1/2008	\$4,552,000.00	\$182,000.00	4.605%	\$104,809.80	\$286,809.80	\$4,370,000.00
5/1/2009	\$4,370,000.00	\$186,000.00	4.605%	\$100,619.25	\$286,619.25	\$4,184,000.00
11/1/2009	\$4,184,000.00	\$190,000.00	4.605%	\$96,336.60	\$286,336.60	\$3,994,000.00
5/1/2010	\$3,994,000.00	\$195,000.00	4.605%	\$91,961.85	\$286,961.85	\$3,799,000.00
11/1/2010	\$3,799,000.00	\$199,000.00	4.605%	\$87,471.98	\$286,471.98	\$3,600,000.00
5/1/2011	\$3,600,000.00	\$204,000.00	4.605%	\$82,890.00	\$286,890.00	\$3,396,000.00
11/1/2011	\$3,396,000.00	\$208,000.00	4.605%	\$78,192.90	\$286,192.90	\$3,188,000.00
5/1/2012	\$3,188,000.00	\$213,000.00	4.605%	\$73,403.70	\$286,403.70	\$2,975,000.00
11/1/2012	\$2,975,000.00	\$218,000.00	4.605%	\$68,499.38	\$286,499.38	\$2,757,000.00
5/1/2013	\$2,757,000.00	\$223,000.00	4.605%	\$63,479.93	\$286,479.93	\$2,534,000.00
11/1/2013	\$2,534,000.00	\$228,000.00	4.605%	\$58,345.35	\$286,345.35	\$2,306,000.00
5/1/2014	\$2,306,000.00	\$234,000.00	4.605%	\$53,095.65	\$287,095.65	\$2,072,000.00
11/1/2014	\$2,072,000.00	\$239,000.00	4.605%	\$47,707.80	\$286,707.80	\$1,833,000.00
5/1/2015	\$1,833,000.00	\$244,000.00	4.605%	\$42,204.83	\$286,204.83	\$1,589,000.00
11/1/2015	\$1,589,000.00	\$250,000.00	4.605%	\$36,586.73	\$286,586.73	\$1,339,000.00
5/1/2016	\$1,339,000.00	\$256,000.00	4.605%	\$30,830.48	\$286,830.48	\$1,083,000.00
11/1/2016	\$1,083,000.00	\$262,000.00	4.605%	\$24,936.08	\$286,936.08	\$821,000.00
5/1/2017	\$821,000.00	\$267,000.00	4.605%	\$18,903.53	\$285,903.53	\$554,000.00
11/1/2017	\$554,000.00	\$274,000.00	4.605%	\$12,755.85	\$286,755.85	\$280,000.00
5/1/2018	\$280,000.00	\$280,000.00	4.605%	\$6,447.00	\$286,447.00	-----

**II. St. Lucie County, Florida Tourist Development Tax Taxable Revenue Bond,
Series 2003C**

<u>Period Ending</u>	<u>Outstanding Principal Balance (Prior)</u>	<u>Debt Service Principal</u>	<u>Coupon Ann. Rate</u>	<u>Debt Service Interest</u>	<u>Debt Service Total</u>	<u>Unamortized Principal Balance Remaining</u>
9/10/2003	\$2,627,500.00	-----	-----	-----	-----	-----
11/1/2003	\$2,627,500.00	-----	5.620%	\$18,048.01	\$18,048.01	\$2,627,500.00
5/1/2004	\$2,627,500.00	\$73,500.00	5.620%	\$73,832.75	\$147,332.75	\$2,554,000.00
11/1/2004	\$2,254,000.00	\$61,000.00	5.620%	\$71,767.40	\$132,767.40	\$2,493,000.00
5/1/2005	\$2,493,000.00	\$63,000.00	5.620%	\$70,053.30	\$133,053.30	\$2,430,000.00
11/1/2005	\$2,430,000.00	\$64,500.00	5.620%	\$68,283.00	\$132,783.00	\$2,365,500.00
5/1/2006	\$2,365,500.00	\$66,500.00	5.620%	\$66,470.55	\$132,970.55	\$2,299,000.00
11/1/2006	\$2,299,000.00	\$68,500.00	5.620%	\$64,601.90	\$133,101.90	\$2,230,500.00
5/1/2007	\$2,230,500.00	\$70,000.00	5.620%	\$62,677.05	\$132,677.05	\$2,160,500.00
11/1/2007	\$2,160,500.00	\$72,500.00	5.620%	\$60,710.05	\$133,210.05	\$2,088,000.00
5/1/2008	\$2,088,000.00	\$74,000.00	5.620%	\$58,672.80	\$132,672.80	\$2,014,000.00
11/1/2008	\$2,014,000.00	\$76,500.00	5.620%	\$56,593.40	\$133,093.40	\$1,937,500.00
5/1/2009	\$1,937,500.00	\$78,500.00	5.620%	\$54,443.75	\$132,943.75	\$1,859,000.00
11/1/2009	\$1,859,000.00	\$81,000.00	5.620%	\$52,237.90	\$133,237.90	\$1,778,000.00
5/1/2010	\$1,778,000.00	\$83,000.00	5.620%	\$49,961.80	\$132,961.80	\$1,695,000.00
11/1/2010	\$1,695,000.00	\$85,500.00	5.620%	\$47,629.50	\$133,129.50	\$1,609,500.00
5/1/2011	\$1,609,500.00	\$87,500.00	5.620%	\$45,226.95	\$132,726.95	\$1,522,000.00
11/1/2011	\$1,522,000.00	\$90,000.00	5.620%	\$42,768.20	\$132,768.20	\$1,432,000.00
5/1/2012	\$1,432,000.00	\$93,000.00	5.620%	\$40,239.20	\$133,239.20	\$1,339,000.00
11/1/2012	\$1,339,000.00	\$95,500.00	5.620%	\$37,625.90	\$133,125.90	\$1,243,500.00
5/1/2013	\$1,243,500.00	\$98,000.00	5.620%	\$34,942.35	\$132,942.35	\$1,145,500.00
11/1/2013	\$1,145,500.00	\$101,000.00	5.620%	\$32,188.55	\$133,188.55	\$1,044,500.00
5/1/2014	\$1,044,500.00	\$103,500.00	5.620%	\$29,350.45	\$132,850.45	\$941,000.00
11/1/2014	\$941,000.00	\$106,500.00	5.620%	\$26,442.10	\$132,942.10	\$834,500.00
5/1/2015	\$834,500.00	\$109,500.00	5.620%	\$23,449.45	\$132,949.45	\$725,000.00
11/1/2015	\$725,000.00	\$112,500.00	5.620%	\$20,372.50	\$132,872.50	\$612,500.00
5/1/2016	\$612,500.00	\$116,000.00	5.620%	\$17,211.25	\$133,211.25	\$496,500.00
11/1/2016	\$496,500.00	\$119,000.00	5.620%	\$13,951.65	\$132,951.65	\$377,500.00
5/1/2017	\$377,500.00	\$122,500.00	5.620%	\$10,607.75	\$133,107.75	\$255,000.00
11/1/2017	\$255,000.00	\$126,000.00	5.620%	\$7,165.50	\$133,165.50	\$129,000.00
5/1/2018	\$129,000.00	\$129,000.00	5.620%	\$3,624.90	\$132,624.90	-----

The unamortized principal balance of the County's outstanding debt on the bonds issued to generate the County Contributions, the SFS Contributions Bond Revenues, and the Naming Rights Bond Revenues (as referenced in Sections 19(a) and 25 of the Agreement) as of a given date is equal to the sum of the dollar amounts reflected in the column for "Unamortized Principle Balance Remaining" under subparts I and II,

respectively, of this Exhibit J corresponding to the "Period Ending" date occurring immediately prior to the given date at issue.

County acknowledges that SFS is relying upon bond amortization schedules provided by the County as incorporated into subparts I and II of this Exhibit J, and that such reliance is reasonable.

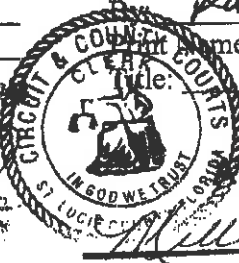
EXHIBIT "J" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: Paula Lewis
Print Name: Paula Lewis
Title: Chair, BOCC

David C. Howard, EVP
Name: David C. Howard
Title: EVP



TESTED BY:

Miller L. Lewis
Deputy Clerk

C03-08-457

**SECOND AMENDMENT TO
ST. LUCIE SPORTS COMPLEX
FACILITIES USE AGREEMENT**

THIS AMENDMENT ("Amendment"), made and entered into in triplicate as of September 27, 2011, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

WITNESSETH:

WHEREAS, as of August 1, 2003, the County and SFS entered into a Facilities Use Agreement for the St. Lucie County Sports Complex which Agreement was amended as of October 21, 2003 (as amended, the "FUA"); and

WHEREAS, SFS and the County desire to renovate the Sports Complex beyond the improvements contemplated in the FUA (the "2011 Improvements" defined below); and

WHEREAS, in consideration of the County agreeing to fund the 2011 Improvements and to grant SFS an additional five-year extension option and the other consideration herein contained, SFS desires to exercise its first option to extend the FUA, through December 31, 2023, with additional option periods, in accordance with the provisions hereinafter contained;

WHEREAS, the parties desire to enter into an amendment to the FUA on the terms herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. **AMENDMENT OF SECTION 2(B) OF THE FUA**

The FUA is hereby amended by deleting Section 2(B) thereof and replacing it with the following:

"B. **Option Terms:** At the end of the Initial Term, SFS shall have three options (the "Options") to extend this Agreement, each for an additional five (5) year period, (each, an "Option Term," if exercised, together with the Initial Term, the "Term"), upon the same terms as are herein set forth. The first Option is hereby exercised by SFS, and the first Option Term shall commence on January 1, 2019 and end on December 31, 2023. The second Option may be exercised by SFS giving its written notification to the County on or before June 30, 2023 and, if exercised, the second Option Term shall commence on January 1, 2024 and end on December 31, 2028. If the second Option is exercised, the third Option may be exercised by SFS giving its written notification to the County on or before June 30, 2028 and, if exercised, the third Option Term shall commence on January 1, 2029 and end on December 31, 2033."

2. AMENDMENT OF SECTION 3(A) OF THE FUA

The FUA is hereby amended by deleting the last paragraph of Section 3(A) thereof (as reflected in the First Amendment to St. Lucie Sports Complex Facilities Use Agreement) and replacing it with the following:

"In addition, the County will contribute such additional amounts toward Additional Improvements to be made in years 2005 through 2023, as provided in Section 5(K) of this Agreement."

3. AMENDMENT OF SECTION 3(C) OF THE FUA

The FUA is hereby amended by deleting the last paragraph of Section 3(C) thereof and replacing it with the following:

"If the total consideration to be provided by the Naming Rights sponsor under the Naming Rights Agreement exceeds \$2,250,000, then any excess (the "Excess Naming Rights Revenues") shall be added or devoted to the Additional Improvements Budget (as such term is defined below in Section 5(K)), subject to the proviso set forth in the definition of "Additional Improvements Budget" with respect to the years 2019-2023."

4. AMENDMENT OF SECTION 5(K) OF THE FUA

The FUA is hereby amended by deleting Section 5(K) thereof and replacing it with the following:

"K. 1. The County intends to issue its Tourist Development Tax Revenue Bond, Series 2011A (the "Series 2011A Bond") and its Taxable Tourist Development Tax Revenue Bond, Series 2011B (the "Series 2011B Bond" and, together with the Series 2011A Bond, the "2011 Improvement Bonds"). A portion of the proceeds of the Series 2011A Bond will be used to finance the 2011 Improvements. The County and SFS agree that the 2011 Improvement Bonds will be secured by a pledge by the County of and first lien upon the Tourist Tax defined below, which lien shall be senior in priority to any lien in favor of SFS arising hereunder. In addition to the Initial Term Improvements and the 2011 Improvements, as agreed upon by the parties in good faith cooperation, County shall fund, to the extent funds are available as set forth below, during the calendar years 2005 thru 2023 certain additional improvements to the Sports Complex (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Initial Term and the first Option Term. The Total Cost of the Work related to the Additional Improvements shall be paid from the following funds (which sum is herein referred to as the "Additional Improvements Budget"): the Additional County Contributions as herein defined, plus the Excess Initial Term Improvement Budget Funds, plus the Excess Naming Rights Revenues (provided that, for the years 2019-2023, the Excess Naming Rights Revenues shall only be added to the Additional Improvements Budget to the extent the County does not need such funds to pay the debt service on the 2011 Improvement Bonds), plus the Excess 2011 Improvement Budget Funds (each as defined in this Agreement, as amended). The term "Additional County Contributions" means (i) funding in the amount of \$160,423.00 in each year from 2005 through 2011, which funding shall be added to the Additional Improvements Budget by the County promptly following the Florida State League baseball season in each such year, and (ii) funding in the amount of the Remaining Amount in each year from

2012 through 2023, which funding shall be added to the Additional Improvements Budget on November 1 of each such year. The County shall provide the Additional County Contributions and the other funds for the Additional Improvements Budget, such funds to be used by SFS to pay for Additional Improvements mutually acceptable to SFS and County, acting in good faith cooperation, and for other purposes set forth herein. Notwithstanding anything herein to the contrary, the provision of the Additional County Contributions by the County to the Additional Improvements Budget is subject to the existence of a Remaining Amount after full and timely payment of debt requirements on the 2011 Improvement Bonds from the sum set forth in clause (x) of the definition of "Remaining Amount" below, and the County shall make full and timely payment of debt requirements on the 2011 Improvement Bonds. Funds in the Additional Improvements Budget not expended in any given year will be rolled over to the following year to be used toward Additional Improvements mutually acceptable to SFS and County, acting in good faith cooperation. SFS shall have the right to request that the County provide monies from the Additional Improvements Budget, and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement (including to pay for the Total Cost of the Work related to the Additional Improvements, and to pay for Total Cost of the Work in connection with the 2011 Improvements to the extent such Total Cost of the Work exceeds the 2011 Improvements Budget, as addressed below in Section 11). To the extent that the Remaining Amount exceeds the Capped Amount (prior to application of the proviso at the end of the definition of "Remaining Amount"), the excess funding shall be used by the County solely for capital expenditures for the direct benefit of the Sports Complex and for no other purpose. In accordance with Treasury Regulation Section 1.141-4(c)(3)(v), it is the express official intent and expectation of the County that any capital improvement provided to the Sports Complex using Excess Naming Rights Revenues under the Agreement during the period this Agreement is in effect shall be the result of expenditures made by the Naming Rights sponsor out of its own funds pursuant to the provisions of this Agreement, and as such shall be allocated to the Naming Rights sponsor's equity funds rather than funds of the County. Since the Naming Rights sponsor is expected to make such payments from its own funds for these capital expenditures at the time the expenditures are incurred, it is expected by the County that all such private payments for capital expenditures for improvements and capital repairs and renovations will be made not later than 18 months after the later of the date the expenditure is paid or the date the improvements are placed in service.

2. Additional Definitions

The "Remaining Amount" as used herein means the amount by which (x) the sum of (a) the SFS Contributions for the year in question plus (b) the total of all consideration to be provided by the sponsor of the Naming Rights for the year in question under the Naming Rights Agreement plus (c) the Naming Rights Shortfall Payments for the year in question plus (d) an amount equal to the sum of 100% of the proceeds of the fourth (4th) cent and 67% of the proceeds of the fifth (5th) cent of tourist development tax levied by the County (the "Tourist Tax") pursuant to Ordinances No. 02-36, No. 03-12 and No. 11-028 of St. Lucie County, Florida (the "Tourist Tax Ordinances") during the twelve month period ending on November 1 of the year in question, exceeds (y) the amount of debt service payments paid by the County on the 2011 Improvement Bonds during the twelve month period ending on November 1 of the year in question (excluding debt service payments to the extent attributable to \$505,000 of principal and costs of issuance in connection with the Series 2011A Bond), provided that the Remaining Amount in any year shall not exceed the Capped Amount.

The "Capped Amount" as used herein means, (I) in 2012, \$160,243.00, and (II) in each year after 2012 when \$160,243.00 exceeded the Remaining Amount in the immediately preceding year, the Capped Amount from the immediately preceding year increased by the amount by which \$160,243.00 exceeded the Remaining Amount in the immediately preceding year, and (III) in each year after 2012 when the Remaining Amount exceeded \$160,243.00 in the immediately preceding year, the Capped Amount from the immediately preceding year decreased by the amount by which the Remaining Amount exceeded \$160,243.00 in the immediately preceding year, provided that the Capped Amount shall under no circumstances be less than \$160,243.00."

5. **AMENDMENT OF SECTION 9 OF THE FUA**

The FUA is hereby amended by adding the following as the last sentence of Section 9 of the FUA:

"In considering whether to approve of proposed prices for New York Mets Major League Spring Training tickets to the renovated right field seating and concessions area of the Stadium constructed as part of the 2011 Improvements, the County may consider, among other things, whether such prices are likely to generate less revenue than was generated from the sale of tickets to the same area of the Stadium prior to the 2011 Improvements, based upon average revenue per game generated from such area during the 2011 New York Mets Major League Spring Training season."

6. **AMENDMENT OF SECTION 11 OF THE FUA**

The FUA is hereby amended by deleting Section 11 thereof (with the heading "Minimum Games") and replacing it with the following:

"11. **2011 IMPROVEMENTS**

A. **2011 IMPROVEMENTS - BUDGET.**

The County shall provide \$2,750,000.00 of funding (the "2011 Improvements Budget") for the design and construction of certain improvements to the Sports Complex (the "2011 Improvements") which shall include the improvements described on Exhibit "K" hereto, it being understood that not more than \$250,000.00 of the 2011 Improvements Budget may be used for the design and construction of the Fan Shop Expansion referenced on Exhibit K. (Such \$250,000.00 amount, reduced by the portion (if any) of the 2011 Improvements Budget in excess of \$2,500,000 that is used for the Total Cost of the Work in connection with the 2011 Improvements other than the Fan Shop Expansion, is referred to herein as the "Fan Shop Sub-Budget".) Nothing in this Agreement shall obligate the County to provide funding for the 2011 Improvements in excess of the 2011 Improvements Budget; provided, however, that to the extent the Total Cost of the Work in connection with the 2011 Improvements exceeds the 2011 Improvements Budget or the Total Cost of the Work in connection with the Fan Shop Expansion exceeds the Fan Shop Sub-Budget, SF5 may use and apply funds in the Additional Improvements Budget (as such term is defined in Section 5(K)) to pay for the Total Cost of the Work. The 2011 Improvements Budget shall be used to fund the 2011 Improvements only and for no other purpose (except as provided herein).

B. 2011 IMPROVEMENTS - PLANS.

1. SFS shall engage an architect reasonably satisfactory to County (the "Architect" referred to in this Section 11). The Architect shall be responsible for (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 11) for the 2011 Improvements; (2) developing preliminary plans and specifications for the 2011 Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the 2011 Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the 2011 improvements are constructed (the "Architect's Work" referred to in this Section 11). Without limiting the foregoing, the County hereby approves of Gensler as a satisfactory Architect. SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 11) with the Architect which Architect's Contract shall, *inter alia*, contain the terms and conditions set forth in Exhibit "L" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the Joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "L", and should provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 11(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not commercially reasonable as determined by SFS. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect. Within twenty (20) days following the date of approval of this Agreement by the Board of County Commissioners, SFS shall cause Architect to furnish to County the Conceptual Plans for the 2011 Improvements (provided that if Conceptual Plans for the Fan Shop Expansion are not completed at such time, such Conceptual Plans may be provided later). To the extent practicable, SFS shall also cause the Architect to provide the County with an estimate of the cost of each proposed capital improvement. County shall have a period of ten (10) business days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the 2011 Improvements set forth on Exhibit "K" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the 2011 Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such ten (10) business day period, the Conceptual Plans shall be deemed approved.

2. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the 2011 Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 11). County and SFS shall have a period of ten (10) days

within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans shall be materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such ten (10) day period, the Preliminary Plans shall be deemed approved.

3. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the 2011 Improvements (or such of the 2011 Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 11). County and SFS shall have a period of ten (10) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans shall be materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such ten (10) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "M".

4. SFS shall, through a competitive bidding or proposal process (consisting of the solicitation of bids or proposals from at least three contractors), engage a contractor (the "Contractor" referred to in this Section 11) for the construction of the 2011 Improvements in accordance with the Final Plans (the "Work" referred to in this Section 11). SFS shall have the right to prequalify contractors and to refuse to engage any contractor upon terms that are not commercially reasonable as determined by SFS or who is not determined by SFS to have submitted the best qualified bid or proposal. SFS's selection of any Contractor and the terms of the agreement between SFS and the Contractor (the "Contract" referred to in this Section 11) shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

5. The Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "N" hereto and shall include each of the following requirements: (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract); (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a fixed stipulated sum (the "Fixed Contract Price" referred to in this Section 11), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; and (vii) Contractor must agree that

it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 11(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

6. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the construction services. Within twenty (20) days of Substantial Completion of the construction services purchased as defined in the Contract, Contractor shall schedule a walkthrough with SFS ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor and SFS during the IW. The IW is to occur within twenty (20) days of Substantial Completion of the Work as defined by the Contract, again predicated upon the Contractor's timely initiation of a request for the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Construction services provided in this Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the construction services for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Contractor considers the Final Punchlist to be 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.

Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) Deduction of Retainage Procedures. Contractor may request a reduction of retainage to from ten (10%) percent of the total value of the Contract to five (5%) percent after fifty (50%) percent completion of the Work. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) Definition of Substantial Completion. For purposes of this Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work

(d) Subcontractors. In the event Contractor requires the services of any contractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of SFS before engaging such contractor or professional associate. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 days after subcontractor's receipt of payment.

7. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will look solely to the Contractor, and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor.

8. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in this Section 11). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

9. The fees and costs of the Contractor, the Architect and the remainder of the Total Cost of the Work shall be paid by the County in accordance with the procedures set forth in Section 11(C)(9), below, out of the 2011 Improvements Budget. The term "Total Cost of the Work" referred to in this Section 11 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, which fees and expenses shall not exceed \$230,000.00, and all fees and expenses related to the obtaining of permits needed to construct the 2011 Improvements, plus (ii) the Fixed Contract Price, plus (iii) the fees and expenses of any consultants engaged by SFS, [which fees and expenses shall not exceed \$120,000.00, plus (iv) any other costs, expenses or liabilities incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, Owner's Contractor Protective insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 11 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 11), to the extent such Authorized

Change Orders actually increase the Total Cost of the Work, provided, however, that the County's obligations shall be limited to the 2011 Improvements Budget and (to the extent applicable under Sections 5(K) and 11(A)) the providing of monies from the Additional Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

C. 2011 IMPROVEMENT FACILITIES - CONSTRUCTION

1. Promptly following the execution of the Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 11 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 11, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the 2011 improvements Budget and the monies available in the Additional Improvements Budget (to the extent applicable under Sections 5(K) and 11(A)) without a separate written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction process of the 2011 Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. Without limiting the foregoing, the County hereby consents to the engagement by SFS of Sterling Project Development ("SPD") as a consultant, provided that SPD shall not charge any fee for its services, but SPD shall be reimbursed in full from the 2011 Improvements Budget

for all of its out-of-pocket expenses in connection with the provision of such services, including but not limited to the costs of travel, transportation, lodging and meals for SPD personnel in connection with the project and SPD's reasonable fees, costs and expenses related to the work of outside counsel in connection with the engagement of the Architect and the Contractor.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 11) of the 2011 Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation, then the dispute shall promptly be resolved by arbitration pursuant to Section 38 in the Agreement on an expedited basis at the request of either party.

6. It shall be the responsibility of Architect and Contractor, as may be appropriate, to coordinate activities with interested governmental agencies in connection with the construction process.

7. The Contractor shall be responsible for the construction of the 2011 Improvements in accordance with the approved Final Plans and for obtaining all certificates of occupancy and completion so that the improvements can be used.

(a) The 2011 Improvement Schedule, which shall be Exhibit "O" hereto, shall show:

(i) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(ii) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(iii) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

(b) SFS shall not be responsible for the funding of the Work, nor shall it be obligated to pay for any cost overruns related to the planning, design or construction of the 2011 Improvements, whether due to hidden or unforeseen conditions or otherwise. County shall not be responsible for such cost overruns, except for providing monies from the Additional Improvements Budget to the extent applicable under Sections 5(K) and 11(A), without a separate written consent from the County identifying the additional funds to be provided.

(c) The 2011 Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the 2011 Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. The County shall issue the 2011 Improvement Bonds such that the portion of the proceeds of the 2011 Improvement Bonds that is not used to pay off the County's Tourist Development Tax Revenue Bond, Series 2003 and the County's Tourist Development Tax Taxable Revenue Bond, Series 2003C or to pay the costs of issuance of the 2011 Improvement Bonds equals \$3,000,000. Such \$3,000,000 in proceeds shall initially be distributed as follows: (a) \$2,750,000 to the 2011 Improvements Budget, and (b) \$250,000 to the County (the "County Share of Proceeds", together with the additional amounts added thereto pursuant to Section 11(C)(9)(e)(ii)). The County Share of Proceeds shall be used by the County for the following purposes, in each case so as to provide material benefit to SFS to be enjoyed by SFS during the Initial Term and the first Option Term and for no other purpose: (i) to purchase certain equipment, as described on Exhibit "P" hereto (the "2011 Equipment"), to be used solely in connection with and for the direct benefit of the Sports Complex, and (ii) to pay for improvements to the Sports Complex. Promptly after execution of the Second Amendment to St. Lucie Sports Complex Facilities Use Agreement, but in any event not later than October 1, 2011, the County shall deposit the entire amount of the funds that comprise the 2011 Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "2011 Improvement Account," and all interest thereon shall be added to the 2011 Improvements Budget. The County will issue bonds in an amount sufficient to generate \$2,750,000 of funding for the 2011 Improvements Budget, as provided for in this Section 11. Notwithstanding any provision in the Second Amendment to the contrary, the County shall have no obligation to provide funds for the 2011 Improvements Budget in excess of the \$2,750,000 provided with the proceeds of the County's 2011 Improvement Bonds without the express written consent of the County identifying the additional funds provided, provided that the foregoing shall not be construed to limit the use of monies from the Additional Improvements Budget toward the 2011 Improvements in accordance with Sections 5(K) and 11(A) to the extent applicable.

9. County shall disburse funds from the 2011 Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the 2011 Improvements Budget for the Total Cost of the Work (except for funds from the Additional Improvements Budget, to the extent the Total Cost of the Work in connection with the 2011 Improvements exceeds the 2011 Improvements Budget):

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work, County shall pay to SFS the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below), County shall pay to SFS the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all

subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement, County shall pay to SFS the full amount of such invoices; and

(e) Upon Completion:

(i) to the extent that \$2,500,000.00 exceeds the Total Cost of the Work in connection with the 2011 improvements other than the Fan Shop Expansion (with the amount of such excess hereafter referred to as the "Excess 2011 Improvement Budget Funds"), the Excess 2011 Improvement Budget Funds shall be added or devoted to the Additional Improvements Budget (as such term is defined in Section 5(K)); and

(ii) to the extent that the Fan Shop Sub-Budget portion of the 2011 Improvements Budget exceeds the Total Cost of the Work in connection with the Fan Shop Expansion, the excess shall be added to the County Share of Proceeds described above in Section 11(C)(8)."

7. AMENDMENT OF SECTION 15(B) OF THE FUA

The FUA is hereby amended by deleting the chart that appears in Section 15(B)(1) thereof and replacing it with the following:

<u>"TERM</u>	<u>ANNUAL PAYMENT</u>
First Six (6) years (2003-2008)	\$50,000.00
Next Five (5) years (2009-2013)	\$55,000.00
Final Five (5) years (2014-2018)	\$60,000.00
First Option Term (2019-2023)	\$65,000.00
Second Option Term (if any) (2024-2028)	\$70,000.00

Third Option Term (if any) \$75,000.00"
(2029-2033)

8. AMENDMENT OF SECTION 19 OF THE FUA

The FUA is hereby amended by deleting paragraph (a) and subparagraph (b)(i) within the second paragraph of Section 19 of the FUA and replacing it with the following:

"(a) A series of semi-annual payments tied to the County's schedule of debt service payments in connection with the 2011 Improvement Bonds (excluding \$505,000 of principal and costs of issuance in connection with the Series 2011A Bond), as reflected on the 2011 Debt Service Schedule attached as Exhibit "J" hereto. Such payments, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "J" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to (x) the "Total Debt Service Payment" in the last column of Exhibit "J" hereto corresponding to the "Period Ending" date in question, multiplied by (y) the Debt Service Percentage. The "Debt Service Percentage" as used in this Section 19 or Section 25, as applicable, shall be 100%, provided that if the number of the Major League Baseball Clubs who play spring training home games within the Florida East Coast (as defined below) or in the city of Orlando, Florida drops below four (4) clubs (including the New York Mets Major League Baseball Club) through no fault of SFS, then instead the "Debt Service Percentage" shall be: (i) 100% if the Agreement is terminated effective as of December 31 of any year from 2012 through 2016 (or, for purposes of Section 25, assigned on or before December 31, 2016); (ii) 75% if the Agreement is terminated effective as of December 31, 2017 (or, for purposes of Section 25, assigned during the 2017 calendar year); (iii) 65% if the Agreement is terminated effective as of December 31, 2018 (or, for purposes of Section 25, assigned during the 2018 calendar year); (iv) 55% if the Agreement is terminated effective as of December 31, 2019 (or, for purposes of Section 25, assigned during the 2019 calendar year); (v) 45% if the Agreement is terminated effective as of December 31, 2020 (or, for purposes of Section 25, assigned during the 2020 calendar year); (vi) 35% if the Agreement is terminated effective as of December 31, 2021 (or, for purposes of Section 25, assigned during the 2021 calendar year); or (vii) 25% if the Agreement is terminated effective as of December 31, 2022 (or, for purposes of Section 25, assigned during the 2022 calendar year); and in any event there shall be no Debt Service Payments due if this Agreement is terminated under this second paragraph of Section 19 (or assigned under Section 25) after December 31, 2022. As used herein, "Florida East Coast" means the following counties in the State of Florida: Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward; and

(b) (i) Subject to subparagraph (b)(ii) below and the last sentence of this Section 19(b)(i), one lump-sum payment equal to the full amount of the Premium (as defined below), which payment shall be paid not later than five (5) business days following the effective date of the termination of the Agreement. The "Premium" as used herein shall be (i) one million dollars (\$1,000,000) if such termination occurs as of or before December 31, 2007, (ii) nine hundred thousand dollars (\$900,000) if such termination occurs as of December 31, 2008, (iii) eight hundred thousand dollars (\$800,000) if such termination occurs as of December 31, 2009, (iv) seven hundred thousand dollars (\$700,000) if such termination occurs as of December 31, 2010, (v) six hundred thousand dollars (\$600,000) if such termination occurs as of December 31, 2011, (vi) five hundred thousand dollars (\$500,000) if such termination occurs as of December 31, 2019, (vii) four hundred thousand dollars

(\$400,000) if such termination occurs as of December 31, 2020, (viii) one hundred thousand dollars (\$100,000) if such termination occurs as of December 31, 2021, and (ix) zero dollars (\$0) if such termination occurs after December 31, 2021. Notwithstanding the foregoing, if the number of the Major League Baseball Clubs who play spring training home games within the Florida East Coast (as defined above) or in the city of Orlando, Florida drops below four (4) clubs (including the New York Mets Major League Baseball Club) through no fault of SFS, the "Premium" shall be zero dollars (\$0), regardless of the date of termination of this Agreement."

9. **AMENDMENT OF SECTION 25 OF THE FUA**

The FUA is hereby amended by deleting the third and fourth sentences of Section 25 of the FUA and replacing them with the following four sentences:

"Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club, provided that SFS shall pay to County a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the 2011 Improvement Bonds (excluding \$505,000 of principal and costs of issuance in connection with the Series 2011A Bond), as reflected on the 2011 Debt Service Schedule attached as Exhibit "J" hereto. Such payments, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "J" hereto that follows the effective date of the assignment of this Agreement pursuant to the immediately preceding sentence of this Section 25. The amount of the Debt Service Payment due on each such post-assignment "Period Ending" date shall be an amount equal to (x) the "Total Debt Service Payment" in the last column of Exhibit "J" hereto corresponding to the "Period Ending" date in question, multiplied by (y) the Debt Service Percentage (as defined in Section 19 above). Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter (provided that the Debt Service Payments and Premium due under Section 19 of this Agreement and the Debt Service Payments due under Section 25 of this Agreement shall be \$0 in the event of any subsequent termination or assignment of this Agreement)."

10. **AMENDMENT OF SECTION 27 OF THE FUA**

The FUA is hereby amended by deleting Section 27 thereof and replacing it with the following:

"27. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 39 of this Agreement)."

11. **AMENDMENT OF SECTION 39 OF THE FUA**

The FUA is hereby amended by deleting Section 39 thereof and replacing it with the following:

"39. SUBSERVICENCE.

A. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by SFS hereunder shall in all respects be subordinate to the MLB Rules and Regulations and the Minor League Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations or the Minor League Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which County is granted rights is limited to, and nothing herein shall be construed as conferring on County rights in areas outside of, the Spring Training territory of the New York Mets as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

B. The following defined terms apply to this Section 39:

"Major League Baseball" or "MLB" means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

"Major League Baseball Club" or "Major League Club" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"Major League Constitution" means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"MLB Approval" means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

"MLB Entity" means each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

"MLB Governing Documents" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, on behalf of the National Association (the "Professional Baseball Agreement"), (d) the Major League Rules (and all

attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

"MLB Rules and Regulations" means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

"BOC" means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

"Commissioner" means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"Minor League Rules and Regulations" means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into, and (b) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

"National Association" shall have the meaning ascribed to it in the Professional Baseball Agreement.

"National Association Agreement" means the Constitution and By-Laws of the National Association.

"Minor League" shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

"Person" means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity."

12. ADDITION OF EXHIBITS TO THE FUA

Exhibit J to the FUA shall be deleted and replaced with Exhibit J attached to this Amendment. Exhibits K through P attached to this Amendment shall be added to the FUA as Exhibits K through P thereto.

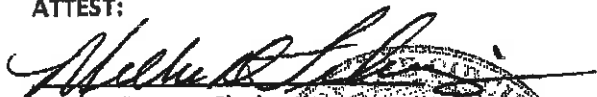
13. Except as amended herein, the remaining terms and conditions of the FUA shall remain in full force and effect.

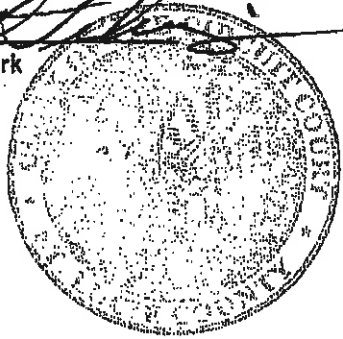
14. SFS REVERSION RIGHT

If County does not fully and timely fund the 2011 Improvements Budget as contemplated in Section 6 of this Amendment (amending Section 11 of the FUA), then SFS shall have the right, by the giving of written notice, to void and nullify this Amendment (except as it amends Sections 27 and 39 of the FUA, as set forth in Sections 10 and 11 of this Amendment, and except for this Section 14 of this Amendment) and to restore the FUA to the terms that existed in the absence of this Amendment immediately prior to the execution and delivery hereof (except that the amendments to Sections 27 and 39 of the FUA, as set forth in Sections 10 and 11 of this Amendment, and this Section 14 of this Amendment, shall remain in full force and effect).

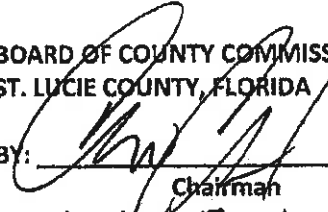
IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above, as follows:

ATTEST:


Deputy Clerk

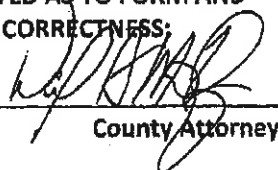


BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: 
Chairman

Date signed: September 27, 2011

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 
County Attorney

WITNESSES:

STERLING FACILITY SERVICES, L.L.C.
a New York limited liability company

BY: 

Name: David C. Howard
Title: Senior Vice President

Date signed: September 30, 2011

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 27th day of September 2011, by Chris, as CRAFT of the St. Lucie County Board of County Commissioners.

Charlene A. Furtado
Notary Public, State of Florida
My Commission Expires:
Personally known OR Produced

Identification



STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~ST. LUCIE~~ Queens

The foregoing instrument was acknowledged before me this 30th day of September 2011 by David C. Howard, as Senior Vice President of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.

James B. Denniston
Notary Public, State of Florida New York
My Commission Expires:
Personally known OR Produced

Identification

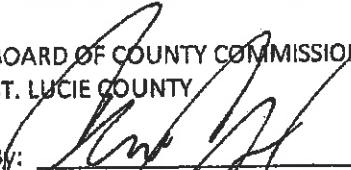
JAMES B. DENNISTON
NOTARY PUBLIC, State of New York
No. 02DE6194486
Qualified in Queens County
Commission Expires September 29, 2012

TABLE OF EXHIBITS

Exhibit J	2011 Debt Service Schedule
Exhibit K	List of 2011 Improvements
Exhibit L	Architect's Contract Requirements (2011 Improvements)
Exhibit M	Final Plans and Specifications (2011 Improvements)
Exhibit N	Contractor's Contract Requirements (2011 Improvements)
Exhibit O	2011 Improvement Schedule
Exhibit P	List of 2011 Equipment

TABLE OF EXHIBITS ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: CHRIS CRAFT
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.


By: 
Print Name: David C. Howard
Title: Senior Vice President

EXHIBIT J
2011 DEBT SERVICE SCHEDULE

<u>Period Ending</u>	<u>Series 2011B Debt Service (refinanced 2003C)</u>	<u>Series 2011A Debt Service (refinanced 2003)</u>	<u>Series 2011A Debt Service ("New Money")</u>	<u>Total Debt Service Payment</u>
5/1/2012	\$28,324.41	\$44,520.12	\$34,935.45	\$107,779.98
11/1/2012	\$119,163.00	\$267,979.25	\$209,802.75	\$596,945.00
5/1/2013	\$22,590.75	\$35,253.75	\$27,669.75	\$85,514.25
11/1/2013	\$127,590.75	\$275,253.75	\$217,669.75	\$620,514.25
5/1/2014	\$20,853.00	\$32,409.75	\$25,418.25	\$78,681.00
11/1/2014	\$130,853.00	\$277,409.75	\$220,418.25	\$628,681.00
5/1/2015	\$19,032.50	\$29,506.50	\$23,107.50	\$71,646.50
11/1/2015	\$129,032.50	\$279,506.50	\$223,107.50	\$631,646.50
5/1/2016	\$17,212.00	\$26,544.00	\$20,737.50	\$64,493.50
11/1/2016	\$132,212.00	\$281,544.00	\$220,737.50	\$634,493.50
5/1/2017	\$15,308.75	\$23,522.25	\$18,367.50	\$57,198.50
11/1/2017	\$135,308.75	\$288,522.25	\$223,367.50	\$647,198.50
5/1/2018	\$13,322.75	\$20,382.00	\$15,938.25	\$49,643.00
11/1/2018	\$138,322.75	\$290,382.00	\$225,938.25	\$654,643.00
5/1/2019	\$11,254.00	\$17,182.50	\$13,449.75	\$41,886.25
11/1/2019	\$141,254.00	\$292,182.50	\$228,449.75	\$661,886.25
5/1/2020	\$9,102.50	\$13,923.75	\$10,902.00	\$33,928.25
11/1/2020	\$139,102.50	\$298,923.75	\$230,902.00	\$668,928.25
5/1/2021	\$6,951.00	\$10,546.50	\$8,295.00	\$25,792.50
11/1/2021	\$141,951.00	\$300,546.50	\$233,295.00	\$675,792.50
5/1/2022	\$4,716.75	\$7,110.00	\$5,628.75	\$17,455.50
11/1/2022	\$144,716.75	\$302,110.00	\$240,628.75	\$687,455.50
5/1/2023	\$2,399.75	\$3,614.25	\$2,844.00	\$8,858.00
11/1/2023	\$147,399.75	\$308,614.25	\$242,844.00	\$698,858.00

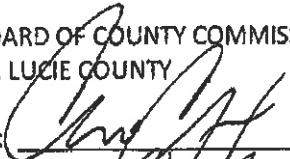
The column above headed "Series 2011A Debt Service ("New Money")" intentionally shows the debt service payments for only \$2,515,000.00 of the principal of the Series 2011A Bond. The balance

of the debt service payments for the Series 2011A Bond, corresponding to an additional \$500,000 of "New Money" and \$5,000 of costs of issuance related thereto, is intentionally omitted from this Exhibit J.

County acknowledges that SFS is relying upon preliminary debt service schedules provided by the County in the creation of this Exhibit J, and that such reliance is reasonable. If the final debt service schedules for the 2011 Improvement Bonds (which the County shall provide to SFS promptly upon their creation) differ from the preliminary debt service schedules, then, at the election of SFS, this Exhibit J shall be revised to reflect the final debt service schedules for the 2011 Improvement Bonds (subject to the first paragraph below the table in this Exhibit J), utilizing the same approach as was used to create this Exhibit J based upon the preliminary debt service schedules.

EXHIBIT "J" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Craft
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

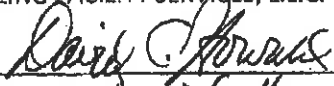
By: 
Print Name: David C. Howard
Title: Senior Vice President

EXHIBIT K

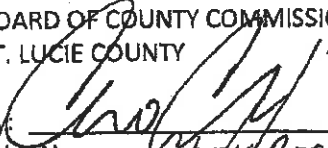
LIST OF 2011 IMPROVEMENTS

<u>PRIORITY #</u>	<u>DESCRIPTION</u>
1	RIGHT FIELD EXPANSION Additional Seating Party Deck w/Concession Area Restroom Facilities Storage Facilities
2	VIDEO BOARD REPLACEMENT LED Video Display
3	FAN SHOP EXPANSION

Note: To the extent that any portion of the 2011 Improvements Budget is not spent on the above-listed 2011 improvements, such unspent portion shall be distributed to the Additional Improvements Budget and/or the County Share of Proceeds in accordance with Section 11(C)(9)(e) of this Agreement.

EXHIBIT "K" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Craft
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

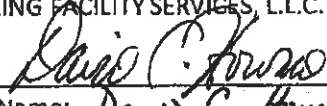
By: 
Print Name: David C. Howard
Title: Senior Vice President

EXHIBIT L

ARCHITECT'S CONTRACT REQUIREMENTS (2011 IMPROVEMENTS)

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the Initial Term Improvements and notify County and SFS in writing of observed deficiencies in the Work being deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

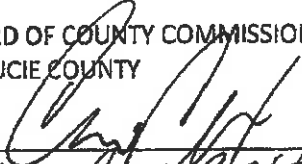
The Architect will use commercially reasonable efforts based upon prudent standards in the architecture industry to monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS as the following (subject to applicable policy exclusions, conditions and terms such as aggregates and deductibles, among others):

- a. Liability Insurance. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written on a per occurrence basis.
- b. Workers' Compensation and Employers Liability Insurance. Workers' Compensation and Employers Liability insurance in accordance with New York statutory requirements.
- c. Umbrella Liability Insurance. Umbrella or excess liability coverage at not less than a \$1,000,000 limit.
- d. Architects Professional Liability Insurance. Architects Professional Liability Insurance at not less than a \$2,000,000 limit.

EXHIBIT "L" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Clark Craft
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.


By: 
Print Name: David C. Hayward
Title: Senior Vice President

EXHIBIT M

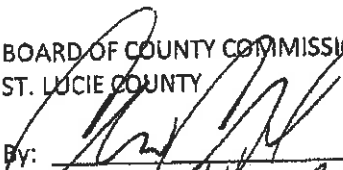
FINAL PLANS AND SPECIFICATIONS (2011 IMPROVEMENTS)

The following is the Table of Contents for the Final Plans for the 2011 Improvements, including a list of the applicable drawings and specifications. The Final Plans are in the possession of St. Lucie County. Dates indicated are the dates printed on each document submitted to the County by the Architect.

[INSERT TABLE OF CONTENTS]

EXHIBIT "M" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Craft
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.


By: 
Print Name: David C. Howard
Title: Senior Vice President

EXHIBIT N

CONTRACTOR'S CONTRACT REQUIREMENTS (2011 IMPROVEMENTS)

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed under the supervision and control of a certified general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events and SFS delay; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

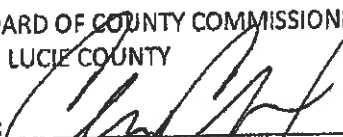
SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS as the following (subject to applicable policy exclusions, conditions and terms such as aggregates and deductibles, among others):

- a. Liability Insurance. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy shall be written on a per occurrence basis.
- b. Workers' Compensation and Employers Liability Insurance. Workers' Compensation and Employers Liability Insurance in accordance with Florida statutory requirements.
- c. Automobile Liability Insurance. Automobile liability coverage with limits of not less than \$1,000,000 each accident, combined single limit for bodily injury or death and property damage.
- d. Umbrella Liability Insurance. Umbrella or excess liability coverage at not less than a \$10,000,000 limit.

EXHIBIT "N" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: CHRIS CRAFT
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

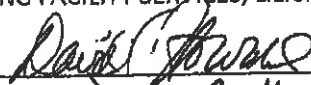
By: 
Print Name: David C. Howard
Title: Senior Vice President

EXHIBIT O

2011 IMPROVEMENT SCHEDULE

See attached document dated as being issued July 14, 2011, entitled:

St. Lucie Mets Stadium Expansion, Port St. Lucie, Florida, Overall Project Schedule

and

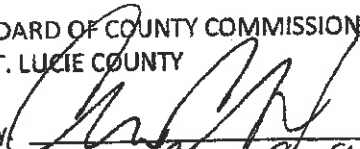
See attached document dated September 16, 2011, entitled:

Project: St. Lucie Mets Preliminary Sch

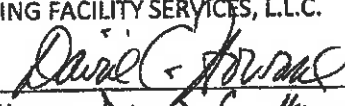
Note: The 2011 Improvement Schedule is subject to change as preliminary schedules are finalized, as schedules are developed for the 2011 Improvements to the extent not reflected on the attached documents, and as the result of Change Orders.

EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Craft
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

By: 
Print Name: David C. Howard
Title: Senior Vice President

For Question Regarding this schedule please contact:
 Jason Balchauer - Project Manager - Datronics, Inc.
 P: 605.582.0200 ext 57672
 Email: jason.balchauer@datronics.com



ID	Task Name	Duration	Start	Finish	Predecessors	Responsible Party
1	St Lucia Mets	87.5 days	Mon 10/3/11	Wed 2/15/12		
2	PRE-CONSTRUCTION	36 days	Mon 10/3/11	Mon 11/21/11		METS
3	Final PO / Contract received	1 day	Mon 10/3/11	Mon 10/3/11		DAKT
4	Generate Submittals (DWG & AD COPY)	10 days	Tue 10/4/11	Mon 10/17/11		METS
5	Submittal approvals	5 days	Tue 10/18/11	Mon 10/24/11		DAKT
6	PE Certification	10 days	Tue 10/18/11	Mon 10/31/11		DAKT
7	Final Design For-MFG	20 days	Tue 10/25/11	Mon 11/21/11		METS
8	Permitting	10 days	Tue 11/1/11	Mon 11/14/11		DAKT
9	MANUFACTURING	42 days	Tue 11/22/11	Wed 1/9/12		DAKT
10	Release Video board to MFG	2 days	Tue 11/22/11	Wed 11/23/11		DAKT
11	Release Ad Panels to MFG	2 days	Tue 11/22/11	Wed 11/23/11		DAKT
12	Release Control System to MFG	2 days	Tue 11/22/11	Wed 11/23/11		DAKT
13	Manufacture Video Board	30 days	Thu 11/24/11	Wed 1/4/12		DAKT
14	Manufacture Ad Panels	30 days	Thu 11/24/11	Wed 1/4/12		DAKT
15	Manufacture Control System	30 days	Thu 11/24/11	Wed 1/4/12		DAKT
16	Factory Testing of display	3 days	Thu 1/5/12	Mon 1/8/12		DAKT
17	Crating / Packing of Equipment	3 days	Tue 1/16/12	Thu 1/23/12	13,14,15,16	DAKT
18	Load / Ship Equipment	4 days	Fri 1/13/12	Wed 1/18/12	17	DAKT
19	Site work	11.5 days	Thu 1/19/12	Fri 2/3/12		DAKT
20	Disconnect Existing Power at Displays	1 day	Thu 1/19/12	Thu 1/19/12	16	DAKT Elec SUB
21	Remove Existing Displays from Structure	2 days	Fri 1/20/12	Mon 1/23/12	20	DAKT INSTALL SUB
22	Modify Existing Structure	1 day	Tue 1/24/12	Tue 1/24/12	21	DAKT INSTALL SUB
23	Equipment Off Load and Stage	0.5 days	Wed 1/25/12	Wed 1/25/12	22	DAKT INSTALL SUB
24	Mount video board	2 days	Wed 1/25/12	Fri 1/27/12	23	DAKT INSTALL SUB
25	Mount Ad Panels	1 day	Fri 1/27/12	Mon 1/30/12	24	DAKT INSTALL SUB
26	Re-mount Existing ID Panel	1 day	Mon 1/30/12	Tue 1/31/12	25	DAKT INSTALL SUB
27	Electrical / Low voltage installation	3 days	Fri 1/27/12	Wed 2/1/12	24	DAKT Elec SUB
28	Control Room Setup	3 days	Wed 1/25/12	Mon 1/30/12	23	DAKT
29	System Testing	2 days	Wed 2/1/12	Fri 2/3/12	27,28	DAKT
30	Project Closeout	8 days	Fri 2/3/12	Wed 2/15/12		DAKT
31	Submittal Completion	0 days	Fri 2/3/12	Fri 2/3/12	29	ALL
32	Punchlist generation / Completion	4 days	Fri 2/3/12	Thu 2/9/12	31	ALL
33	Operator & Maintenance Training	3 days	Thu 2/9/12	Tue 2/14/12	32	ALL
34	Final Walk Through & Acceptance	1 day	Tue 2/14/12	Wed 2/15/12	33	ALL

Project: St Lucia Mets Preliminary Sch
 Date: Fri 2/16/11

Task Split

Progress Milestones

Summary Project Summary

External Tasks External Milestones

Deadline

Page 1

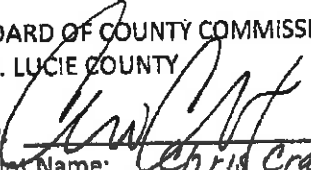
EXHIBIT P

LIST OF 2011 EQUIPMENT

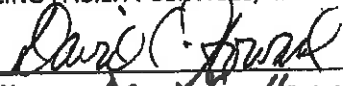
<u>Quantity</u>	<u>Equipment</u>	<u>Estimated Cost</u>
1	Mower – Toro walk-behind	\$6,500
1	Top Dresser – Spinner Type	\$11,700
1	Aerator – tow behind	\$8,000
1	Roller	\$12,750
1	Field Conditioner – Dragger	\$15,800
1	Fertilizer Spreader	\$3,500
1	Mower – Greenmaster	\$7,500
1	Utility Cart	\$17,500
4	Ice Machines	\$22,000
1	Sod Cutter	\$4,200
1	Public Address System	\$9,000
4	Food Warmer	\$13,200
2	Convection Steamer	\$10,600
1	Scoreboard Computer System	\$9,500
1	Reel Master Mower	\$38,500
2	Hydroworx Liner	\$20,000
1	Draft Beer System	\$37,500
2	Walk-in Freezers	\$50,000
	Musco Green Stadium Sports Lighting w/control link	\$450,000

EXHIBIT "P" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

By: 
Print Name: Chris Craft
Title: Chairman

STERLING FACILITY SERVICES, L.L.C.

By: 
Print Name: David C. Howard
Title: Senior Vice President

BOARD
OF COUNTY
COMMISSIONERS



COUNTY
ADMINISTRATOR
Howard N. Tipton

August 20, 2015

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sport Complex, a State Spring Training Facility (New York Mets) under Section 288-11621, Florida Statutes

Item #3: Cost benefit analysis of the New York Mets' local economic impact on St. Lucie County

In an effort to meet this requirement, in 2013, St. Lucie County retained the services of the University of Michigan to conduct a detailed study of the operation in order to determine its impact on the community. The completed 29-page report, titled: *"The Economic Value of Spring Training and St. Lucie County - Insights Into A Strategy For Long-Term Success and The Return To Investments Into New Infrastructure"*, concluded that based on the total attendance of 80,377 at the Sport Complex, the local economic impact of the New York Mets on St. Lucie County is \$35.6 million. Additionally, this operation created 365 job opportunities (*see page 11 of the report*). During Spring Training 2015, the attendance increased by 11.98 percent to a total of 91,326. At this rate, we estimate the current economic impact at approximately \$39.86 million.

M UNIVERSITY OF MICHIGAN
SPORT MANAGEMENT

*The University of Michigan Center for Sport Management
School of Kinesiology 1402 Washington Heights Ann Arbor, MI 48109
(734) 647 1309*

Dr. Mark S. Rosentraub
Bruce and Joan Bickner Endowed Professor of Sport Management

Mr. Michael Cantor, Research Associate

**The Economic Value of Spring Training and St.
Lucie County**

**Insights Into A Strategy For Long-Term Success
and The Return To Investments Into New
Infrastructure**

February 2013

I. Introduction

Spring training and the related baseball operations of Major League Baseball (MLB) teams produce valuable economic returns for regional economies. The challenge for communities seeking to sustain spring training operations is to adapt to the changing business environment of spring training baseball.

What is the new business environment for spring training baseball?

MLB teams need to reduce the commute times between their spring training homes and the areas where other teams train. It is easier to achieve that goal by having an additional franchise co-locate adjacent to another organization's training facilities. Both teams can then also use a single ballpark for exhibition games. These co-located franchises can then schedule games between their major league and minor league teams further reducing commuting times for players.

These changes eliminate travel costs but also respond to the demands from players who want to spend more time preparing for the forthcoming season and less time in busses that shuttle between training sites and ballparks. This change in the business requires different training complexes and facilities that can serve more than one team. This frequently means new investments in infrastructure. The fundamental questions for communities and states are, "Are these new investments worthwhile", and "What is the appropriate way to finance any needed investments?" This report is designed to answer both of these questions.

The economic benefit from the presence of spring training games and operations accrues throughout a home county or region's private sector. The presence of spring training operations attracts visitors who spend money at restaurants and hotels. There is also important local spending from a team's presence related to facility operations, baseball operations, and the expenditures by players. That spending generates additional jobs and income for a county's residents and new businesses opportunities for existing firms and entrepreneurs.

As will be underscored, the spending by residents of the region - or even visitors from other nearby regions - does not produce real economic gains. To determine the value of spring training for a county or region the focus must be on the new spending that takes place as a result of tourists. It is those gains that have to be compared and contrasted with the investments to attract and retain a team's spring training operations.

It is not surprising that new economic development often requires investments in infrastructure. What is defined as infrastructure and what is considered an

appropriate investment for the public sector to advance private initiatives while also propelling the wealth of society, has changed across the centuries. For example, investments in public health systems, junior and senior high schools, universities, and other forms of higher education are phenomena of the late 19th and 20th century. In earlier time periods and continuing to the present is the public sector's involvement with investments in transportation from roads to canals to efforts to build commuter and freight transport systems, and modern highway systems.

The growth and value of tourism, sports, and the entire entertainment sector of the economy in the late 20th and 21st centuries has encouraged infrastructure investments to advance businesses at the center of those industries. Those investments are in many ways no different from ones made earlier. The basic questions that each investment raises, regardless of its magnitude, is, "What is the financial gain or return from the investment by the government," and "Who benefits from the government's investment?"

With those insights, plans and strategies can be fashioned to pay for the infrastructure needed for economic development and the growth of a local and regional economy. The importance of raising these two questions is to ensure that the beneficiaries of the investments are appropriately assessed for the costs of the benefits received.

It is also important and appropriate for the public sector to receive an adequate return on its investment. The financial return to the public sector can be secured through increased taxes resulting from enhanced property values or new sales taxes (where those taxing instruments are used). Enhancements to a county's economy have the substantial potential to enhance property, sales, and income taxes as more spending takes place and incomes rise. Additional spending also leads to higher property taxes from more robust demand for real estate.

This report is designed to measure the value from enhanced infrastructure investments to advance the success and economic gains from spring training baseball and baseball operations of Major League teams located in St. Lucie County. Where appropriate, points related to the issues confronting the State of Florida with regard to the industry of spring training baseball are also considered. An essential element in a consideration of the infrastructure needed is to understand the ways in which the business of spring training has changed, and the economic benefits that could be derived from the presence of a second (or co-located) team adjacent to the complex where the New York Mets train and play exhibition games. Most importantly, however, before any investment is contemplated, the economic

benefits from a second team's presence must be enumerated. The basic issue that must be addressed when any public investments is made is the value of the return to the local economy.

Following this Introduction, the changing business environment for spring training is discussed. It should not be surprising to anyone that the business of spring training baseball has changed. Every enterprise or industry is dynamic and over time has been substantially revolutionized. Baseball is no different, and before discussing the potential benefits and economic returns of a second team in St. Lucie County the factors that lead to the need to have a second team in the county for the long-term viability of spring training on Florida's east coast are explained in Section II. That material establishes the basis for a consideration of the infrastructure needed to sustain the viability of spring training baseball in St. Lucie County. The changing economics of the business of spring training baseball also impact Florida. If these changes are not appreciated it is likely spring training baseball will have a diminished presence on Florida's east coast and might even economically infeasible to sustain.

Section III updates a previous assessment of the economic value of spring training baseball to St. Lucie County. An updated detailed assessment for Florida is contained in Appendix I. That additional information is needed to consider the benefits that other counties and Florida enjoy as a result of the success of spring training baseball in St. Lucie County.

The assessment of the changing business models associated with spring training baseball suggests the importance of focusing on the additional economic value from having two Major League teams housed at the spring training complex that exists in St. Lucie County. That estimate is included in Section III of this report.

Section IV identifies the infrastructure required to sustain spring training baseball in St. Lucie County and an estimate of the required investment. Two teams co-locating in St. Lucie County would need independent training fields, facilities, and clubhouses. Both teams, however, could schedule their inter-franchise exhibition games to permit use of a single ballpark with the current seating of 7,000. The costs for the needed infrastructure are then compared with the economic returns to project a return on the investment. Three cost estimates are contrasted with different repayment periods for the anticipated bonds.

Section V focuses on different financing instruments that could be used to repay the bonds sold to pay for the needed infrastructure.

II. The Changing Business of Spring Training

Spring training has been a part of Major League Baseball's (MLB) history for more than 125 years. In 1886 the team that would be renamed the Chicago White Sox trained in Arkansas before the initiation of competition that year. There is also some evidence that a baseball team from Boston trained in New Orleans a few years earlier.

Pre-season training as it is currently practiced was a phenomenon of the 20th century. Before Florida established its central role in spring training baseball, teams trained in California. Arizona was also home for the training operations of at least one team as early as 1929. Arizona and California formed a competitive environment or market and competed to be the home for spring training baseball in the years between World Wars I and II. For most of that time and through the 1980s, however, Florida enjoyed a dominant or more successful position. What is important to recognize is that Arizona (and to a far smaller extent, California) were always competitors for spring training baseball.

Through the 1980s it appeared that the Cactus League would be the spring training home to a few teams and that Florida would be the preferred location for spring training baseball for most franchises. In the 1990s, however, the spring training environment was dramatically changed when several teams relocated to Maricopa County. New financial incentives and the close proximity of other teams made the Cactus League a major competitor for spring training operations and challenged Florida's dominant position.

Florida's earlier role as MLB's primary home for spring training operations did not mean that teams always stayed in one part of the state. Indeed, many teams relocated to different communities in response to enhanced facilities or in an effort to minimize expenses, increase revenues, or provide players with better facilities and conditions. No team that is or was part of the Grapefruit League has ever spent its entire spring training history within the same community in Florida.¹ There was, then, a degree of competition among cities and towns in Florida to be the home to a Major League team's spring training operations, but the State continued to enjoy a commanding position with regard to the number of teams that were part of the Grapefruit League.

Why and how did Arizona become a more desirable location? Each team would probably note a number of business factors that were of paramount importance. It is even possible that the personal preferences of owners or team officials accounted for some of the observed relocations. What is most relevant for this report however, are two business factors.

¹ The Florida Senate Interim Report 2009-106

First, a major determining factor in the choice of any location for a business or sports franchise is minimizing the costs of business operations. Arizona was able to help reduce the costs of spring training baseball to Major League teams by establishing the Arizona Sports and Tourism Authority (AZSTA). The AZSTA was given the authority to levy taxes that could be used to pay for the building of facilities used by Major League teams. Local communities partnered with AZSTA to offer MLB franchises new facilities for their spring training operations paid for by the tax revenues collected.

The new taxes made it possible for teams to receive access to state-of-the-art facilities that involved substantial investments by the public sector. This made Arizona very attractive as teams could enjoy these modern facilities while reducing operational costs. Some examples of the packages offered to teams are illustrated in Table 1. The few projects described in Table 1 illustrate how the AZSTA has been instrumental in attracting and retaining franchises in the Cactus League. Table 1 illustrates the total cost of the construction/renovation of spring training for facilities, and the portion of funding from the AZSTA. It is anticipated that across three decades the taxes collected by the AZSTA will produce \$400 million to build and maintain facilities used by Cactus League teams located in Maricopa County.

Table 1. The Financing of Facilities for Franchises In The Cactus League

City	Team (s)	Year of		Project Costs (\$M)	
		Agreement	Completion	Total	AZSTA Share
Surprise	Texas Rangers, Kansas City Royals	2001	2002	\$48	\$32
Tempe	Los Angeles Angels	2004	2006	\$20	\$12
Scottsdale	S. F. Giants	2005	2007	\$23	\$20
Goodyear	Cleveland Indians	2007	2009	\$75	\$37
Glendale	Chicago White Sox, L. A. Dodgers	2007	2009	\$90	\$60

Source: AZSTA Documents; AZSTA 2011 Audit Report < http://www.azsta.com/pdf_files/audit%20reports/2011%20Final%20Audit%20Report%20AZSTA%2028064.pdf>

The city of Mesa has recently agreed to a set of infrastructure enhancements. The City will finance a new ballpark for the Chicago Cubs and renovate HoHokam Stadium for the Oakland A's. In addition, Mesa will upgrade practice and minor

league baseball facilities. The public sector's investment in these projects is estimated to be approximately \$100 million.

The second factor or appeal of the Cactus League is the geographic concentration of teams leading to (1) far shorter commutes for teams to other training facilities for exhibition games and (2) a large concentration of teams to minimize the number of games with any other single franchise. The close proximity of numerous teams reduces the travel time to games and that is an important factor to players. There is then a clear incentive for teams to locate spring training operations in areas where there are a number of teams nearby for exhibition games.

The attractiveness of Maricopa County is then underscored by the tax incentives available and the close proximity of numerous teams. There are currently 15 Cactus League teams in the Phoenix metropolitan area and within a single county, Maricopa.²

Tables 2 and 3 compare the drive times for each franchise within both the Cactus and Grapefruit Leagues to other franchises.

The average drive time for teams in the Grapefruit League is 129 minutes. In the Cactus League, average drive times are almost 100 minutes less.

Analyzing the drive teams for each team based upon their 2012 spring training schedule shows the average Grapefruit League drive time was 101 minutes compared to 31 minutes for the Cactus League. Across a full spring training schedule this means teams in the Cactus League spend at minimum 19 hours less traveling. The imputed cost of remaining in the Grapefruit League is equal to more than two to three days of practice time. In addition, the prevalence of dual team facilities (which will be further discussed) creates the opportunity for "road" games with no travel time involved. This management factor has now changed the competitive framework in favor of locations in Arizona and specifically in Maricopa County.

Simply put, it is more efficient to locate in Arizona than it is in Florida.

² The Arizona Diamondbacks and Colorado Rockies play within Maricopa County, but on the community land of Salt River Pima-Maricopa Indian Community.

Table 2. Average Travel Time For Members of the Grapefruit League

<i>Grapefruit League</i>	Braves	Orioles	Red Sox	Tigers	Astros	Marlins	Twins	Mets	Yankees	Phillies	Pirates	Cardinals	Rays	Jays	Nationals
Atlanta Braves	X														
Baltimore Orioles	119	X													
Boston Red Sox	178	89	X												
Detroit Tigers	40	86	147	X											
Houston Astros	28	133	187	54	X										
Miami Marlins	163	199	177	180	140	X									
Minnesota Twins	179	90	11	147	188	177	X								
New York Mets	130	186	179	148	108	45	178	X							
New York Yankees	76	68	139	45	92	215	145	183	X						
Philadelphia Phillies	95	68	141	64	111	234	145	202	26	X					
Pittsburgh Pirates	107	20	100	75	123	202	105	188	49	51	X				
St. Louis Cardinals	163	199	177	180	140	0	177	46	217	235	199	X			
Tampa Bay Rays	153	54	55	121	169	191	63	177	104	106	65	191	X		
Toronto Blue Jays	103	81	153	75	123	245	158	214	38	14	66	245	122	X	
Washington Nationals	70	176	236	97	63	115	230	76	137	155	162	115	213	166	X
Average	115	112	141	104	119	163	142	147	110	118	108	163	127	129	144
2012 Team Average	98	75	127	91	98	126	110	105	101	82	72	125	95	93	121

Source: Google Maps

Table 3. Average Travel Time For Members of the Cactus League

<i>Cactus League</i>	Diamondbacks	Cubs	White Sox	Reds	Indians	Rockies	Royals	Angels	Dodgers	Brewers	A's	Padres	Giants	Mariners	Rangers	
Arizona Diamondbacks	X															
Chicago Cubs	19	X														
Chicago White Sox	43	40	X													
Cincinnati Reds	50	47	23	X												
Cleveland Indians	50	47	23	0	X											
Colorado Rockies	0	19	41	47	47	X										
Kansas City Royals	49	59	27	35	35	49	X									
Los Angeles Angels	22	19	30	36	36	22	50	X								
Los Angeles Dodgers	40	37	0	18	18	40	25	30	X							
Milwaukee Brewers	34	30	17	24	24	34	36	24	13	X						
Oakland A's	19	16	28	34	34	19	48	12	27	22	X					
San Diego Padres	35	48	24	37	37	35	29	45	21	31	42	X				
San Francisco Giants	14	18	35	40	40	14	55	18	34	28	10	43	X			
Seattle Mariners	35	48	24	37	37	35	29	45	21	31	42	0	46	X		
Texas Rangers	49	59	27	35	35	49	0	52	25	33	49	26	56	26	X	
Average	33	36	27	33	33	32	33	38	25	27	29	32	32	33	37	
2012 Season Average	34	34	27	33	30	33	36	28	25	27	28	32	32	34	35	

Source: Google Maps

III. The Economic Impact of Spring Training for St. Lucie County

Any new investments by St. Lucie County or Florida in facilities to attract and retain spring training operations have to be justified by (1) the economic value or impact of spring training for the County, (2) the changing business environment for spring training operations for MLB teams, and (3) the competitive landscape (the Cactus League and the AZSTA and the quality of facilities needed by teams).

The previous sections of this report highlighted the investments being made to attract Major League teams to Arizona and the reduced commuting distances between franchises that have decided to join the Cactus League. Those incentives and the need to ensure that there are nearby teams establishes the competitive parameters to which St. Lucie County and Florida must respond if both wish to retain spring training baseball. Before considering whether or not an investment in the needed infrastructure should be made what is required is a sense of the value of the New York Mets to St. Lucie County and Florida or any MLB team and its spring training operations.

This section of the report focuses on the value of spring training baseball for St. Lucie County. These data and the calculated rate of return for the County and its economy will assist in the business decisions that the public and private sectors and its leadership must make with regard to the area's future with spring training baseball.

The analysis presented here focuses on the gains for the County from spending *only* by visitors. It is necessary to eliminate the expenditures made by residents from any estimation of the economic value of spring training baseball to St. Lucie County. Residents of the county would in the absence of spring training games still spend most if not all of their discretionary income on other forms of entertainment available to them throughout the area.³ Economic impact studies that include the spending of local residents at events fail to take into account that attending a sporting event is simply one of the many entertainment options available to consumers in their home areas. Money spent on any of these options creates the same level of economic activity as attending at a spring training game.

³ In the absence of games residents would still spend their discretionary income on other forms of entertainment. Some of that spending might have been spent in other regions or states if trips elsewhere were taken. While that is possible it is far more likely that discretionary spending for spring training games is a form of entertainment that would be replaced by other forms of entertainment in the local market. The transfer of spending from one form of entertainment to another by local residents is usually referred to as a substitution effect that should be eliminated from the value or wealth created by any new form or alternative form of entertainment.

The real economic value to St. Lucie County and the State of Florida in hosting spring training is the extent to which the spending that occurs at the facilities is done by non-residents who would most likely *not* visit the area had spring training games not been available.

The 2009 Major League Baseball Florida Spring Training Impact Study produced by Florida Sports Foundation and Bonn Marketing Research Group surveyed more than 1600 attendees to spring training across Florida. That study produced a reliable data set of the number of attendees at spring training games that were not permanent or temporary (recurring) residents of an area or the State of Florida.

(The economic value of spring training baseball for Florida is contained in Appendix I. Similar procedures were used and what are reported are the gains from tourists. All spending by residents of Florida were removed from the projection of benefits to the State of Florida. The projection of benefits that would accrue to each county considered spending from tourists residing outside of the county.)

Our economic impact calculations utilized data from the 2009 survey done by the Florida Sports Foundation and Bonn Marketing Research Group. We applied those data or observations to the 2012 spring training attendance levels. That procedure produced an updated and precise estimate of the most recent spending in the area by the expected proportion of attendees who were non-residents of the region (tourists or visitors to the area). In addition to attendee spending, the money expended by teams in the local economy was included as were the expenses associated with the operation of the ballpark and training facilities (actual, and not estimated expenditures, were utilized for St. Lucie County). Expenditures by concessionaires were also included in our calculations.

Together, these figures represent the *direct* spending that occurs as a result of spring training operations and events. Regional Input-Output Modeling System (RIMS II) coefficients (or multipliers) issued by the U.S. Bureau of Economic Analysis were used to calculate the *indirect*, and *induced* effects that result from the observed or tabulated direct spending that occurs at spring training sites.

Our approach to calculating the economic value (or worth of spring training to a community and the state) is a bit different from the procedures followed by the authors of the 2009 study in one very important way. The 2009 study made the methodological decision to count spending by “non-county” attendees to spring training games in the measurement of economic development effects for Florida. Our approach is a bit more conservative as it considers inter-regional consumption as a substitution effect recognizing that people visit other areas within Florida for entertainment or to spend discretionary income for a variety of activities (e.g., retail

spending, weekend visits, etc.). Our measure of economic gain or impact is limited to non-residents and is thus more conservative. This approach was taken to be sure that the gains reported are the smallest or “worst case scenario” increments that St. Lucie County could anticipate.

Attendance at 2012 spring training games is illustrated in Table 4. The New York Mets hosted 15 games during the 2012 spring training season attended by 80,377 fans. Average game attendance was 5,358 (see Table 4).

Table 4. Grapefruit League Attendance, 2012

<i>Team</i>	<i>Total Attendance</i>	<i>Home Games</i>	<i>Average Attendance</i>
<i>Atlanta Braves</i>	127,321	17	7,489
<i>Baltimore Orioles</i>	106,398	15	7,093
<i>Boston Red Sox</i>	151,417	16	9,464
<i>Detroit Tigers</i>	134,899	17	7,935
<i>Florida Marlins</i>	126,961	16	7,935
<i>Houston Astros</i>	56,379	14	4,027
<i>Minnesota Twins</i>	117,506	16	7,344
<i>New York Mets</i>	80,377	15	5,358
<i>New York Yankees</i>	162,832	15	10,855
<i>Philadelphia Phillies</i>	153,493	16	9,593
<i>St. Louis Cardinals</i>	85,857	13	6,604
<i>Tampa Bay Rays</i>	87,916	16	5,495
<i>Toronto Blue Jays</i>	76,008	16	4,751
<i>Washington Nationals</i>	73,206	15	4,880
<i>Pittsburgh Pirates</i>	82,390	15	5,493
TOTAL	1,622,960	232	6,996

Based on these attendance figures and using the expenditure survey results from the 2009 study, the total economic gain for **St. Lucie County from out-of-town visitors in 2012 was \$35.6 million.**⁴

⁴ See Appendix I for calculations

The *direct* expenditures associated with the spending by out of county attendees and the operational costs of conducting spring training in St. Lucie County was estimated to be approximately \$24.6 million. The \$24.6 million in direct expenditures created an indirect and induced impact on earnings of approximately \$11 million, for total economic impact of \$35.6 million. **In addition the annual operations of spring training in St. Lucie County generated a total of 365 jobs.**⁵

The economic impact of spring training for the State of Florida was estimated at approximately \$739 million, with the direct expenditures by out of state attendees accounting for \$451 million. Those funds created an additional *indirect* and *induced* impact on household earnings of \$287 million while supporting **9,226 jobs each season** (see Appendix I).

The next step in our analysis was a consideration of the impact of adding a second team in St. Lucie.

In order to take an extremely conservative approach to the outlook on the impacts of a second team to St. Lucie we assumed that a second franchise in St. Lucie County would have attendance levels on par with the lowest average attendance currently seen in the Grapefruit League. This produces a worst-case projection of the sort usually included in financial projections.

In addition our estimate kept the operating expenditures consistent with the figures St. Lucie County provided for the most recent season of operations.

An increase in operating expenses would take place if a second team located at the same site used by the New York Mets. A conservative approach provides St. Lucie County with an appropriate (worst-case scenario) of financial outcomes.

The annual economic impact of a two-team spring training complex to the St. Lucie County regional economy is estimated to be approximately \$62.3 million.

Direct expenditures would account for \$43.2 million, generating an *indirect* and *induced* impact on household earnings of \$19 million, supporting a total of 640 jobs.

⁵ See Appendix I for calculations

Our estimates suggest that the “worst-case” scenario in terms of Grapefruit League attendance for the additional team in St. Lucie would have an annual incremental impact of \$18.6 million in direct expenditures, \$8 million impact on household earnings, and an additional 275 jobs in comparison with a New York Mets only facility.

IV. The Infrastructure Needed To Host Two MLB Teams in St. Lucie County

The improvements required for a second team to be co-located at the spring training complex in St. Lucie County are listed in Table 5. The costs associated with each element of the required infrastructure including those associated with the required environmental remediation tasks will total approximately \$60 million. These cost estimates were provided in January 2013 (see Table 5).

Table 5. Pt. St. Lucie - Second Team Budget

Description	Costs	Notes
Major League Clubhouse (under existing Stadium Bowl)	\$3,500,000	
Major League Secure Player / Staff Parking Lot	\$250,000	
New Practice Fields	\$4,250,000	
New Cloverleaf Building	\$750,000	
New Enclosed Batting Cages	\$1,500,000	
New Minor League / Player Development Clubhouse	\$4,500,000	
Site Development Improvements	\$6,550,000	Lake Excavation,
Hydro Therapy pool/ Hot Tubs and other wet therapy.	\$1,250,000	Renovation of Wetlands
Player Academy @ \$83,000 per bed	\$16,600,000	200 beds
Mets Minor League Facility Improvements	\$2,500,000	Equipment, whirlpools,
All Clubhouse movable furniture & equipment in interior spaces	\$300,000	
Maintenance equipment - tractors, mowers, etc.		
Practice Screens, batting cages, field tarps, pitching machines, etc..	\$450,000	
Video Coaching equipment and related conduit	\$500,000	
Training room equipment	\$500,000	
Telephone equipment - Switch, phones, etc.	\$300,000	
Security system	\$385,000	
TV's, brackets and installations	\$125,000	(50)
Stadium Improvements	\$1,500,000	
Mets parking and infrastructure improvements	\$150,000	
Sub - Total	\$45,860,000	

Program Contingency	\$4,586,000	10%
Design Contingency	\$2,522,300	5%
Soft Costs	\$6,885,879	13% Arch., Eng., Testing, Inspections, etc.
Grand Total	\$59,854,179	

The annual costs for the investment of \$60 million are illustrated in Table 6. An interest rate of 4 percent was used for each bond and annual payments are illustrated for terms of 10 to 30 years.⁶ The corresponding annual payments are then compared to the annual increment to the County's economy from the presence of a second MLB team. The last column illustrates the annual return to the County's economy from the presence of a second MLB after subtracting the annual bond payment. Suffice to note that the annual return on the investment to the County's economy is more than \$20 million regardless of the term of the bond (see Table 6).

It should be noted that the benefits used in this calculation **excludes** any economic benefit or return from the continued presence of the New York Mets. As noted earlier in the report the changing nature of the business of spring training baseball requires co-located teams and reduced travel times to the ballparks used by other clubs. If a second team is not co-located in St. Lucie County and if other teams left the immediate east coast area of Florida, it is possible the entire economic benefit produced by the Mets' presence could be lost.

That possibility and its economic consequence **are** not included in the enumeration of the return on the investment in infrastructure required for the second team's presence. Those benefits, enumerated earlier in the report, were excluded to provide an appropriately conservative appraisal on the returns produced by the second team's co-location to the County. That co-location, however, could well ensure the long-term commitment of the Mets to the area and the resulting continuation of the benefits enumerated in Section III.

Table 6. The Annual Return To The St. Lucie County Economy From The Presence of A Second MLB Team and Its Spring Training Operations

<i>Loan Principal</i>	<i>Interest Rate</i>	<i>Bond Term</i>	<i>Annual Payment</i>	<i>Increment From 2nd Team</i>	<i>Annual Return To County's Economy</i>
\$60,000,000	4.00%	10	\$7,289,650	\$28,600,000	\$21,310,350
\$60,000,000	4.00%	15	\$5,325,753	\$28,600,000	\$23,274,247
\$60,000,000	4.00%	20	\$4,363,058	\$28,600,000	\$24,236,942
\$60,000,000	4.00%	25	\$3,800,425	\$28,600,000	\$24,799,575
\$60,000,000	4.00%	30	\$3,437,390	\$28,600,000	\$25,162,610

⁶ It is recognized that different financing terms could be secured. The focus on worst-case possibilities illustrates the worst-case scenarios for a return on any investment in new infrastructure. The next section of the report focuses on funding mechanisms that could reduce the scale of the anticipated bond and that would elevate the return to St. Lucie County (as some portion of the cost of the infrastructure would be supported by the State of Florida).

V. Paying For The Needed Infrastructure

A very conservative enumeration of the anticipated benefits produced and a short-term bond (10 years) illustrated the substantial returns for the County's overall economy. For every dollar invested \$2.92 dollars of economic development will be produced in St. Lucie County. The economic practicality of the return does not include the longer-term value of changing the environment for spring training baseball on Florida's east coast. Without more teams in close proximity to each other and without reduced travel times between locations for spring training games, Florida's east coast could be a less efficient location compared to Arizona. Co-location of teams clearly reduces commuting times and responds to players' concerns and a team's need to efficiently use spring training days for skill development. If Florida does not adjust policies and practices to meet the needs of MLB teams the long-term viability of spring training on Florida's east coast will be compromised.

Co-locating teams in St. Lucie County and reducing travel time for teams will enhance Florida and its east coast as a location for spring training baseball. The investment to bring a second team to St. Lucie County would help ensure the continued presence of spring training baseball on the east coast of Florida while also increasing economic returns for the state and other nearby counties.

This set of economic benefits underscores the value of exploring a set of financing mechanisms. The goal of this assessment avoids the reliance on an increment in local property taxes in order to finance the needed infrastructure. Given the broad distribution of the benefits from the presence of a second team in St. Lucie County there is logic in the use of a broad tax instrument paid by all households and businesses in the region's economy. Placing the entire burden of financing the needed infrastructure on a tax instrument that is paid by everyone, however, would be unpopular. Many people and businesses would argue their benefit from the presence of a second team does not warrant an increase in their tax responsibilities. There appear to be some other options that could be considered to finance the needed infrastructure.

In March 2007 St. Lucie County was certified to receive funds from the State of Florida (supported by the Chapter 212 funds). The law permitting this support was designed to protect Florida's competitiveness as a location for spring training baseball and the facility used by the New York Mets was designated as one necessary to retain the team's spring training operations. The agreement entered into authorized the county to receive \$7.9 million for 2003/2004 improvements across a 30-year term.

In addition, beginning in 2000 Florida has dedicated a source of state general revenue funds to ten local governments to support the construction and/or renovation of ballparks and facilities related to spring training games and operations.

Five certifications were made in 2000.

- The City of Lakeland was chosen to receive \$7 million across 15 years for a facility for the Detroit Tigers
- The City of Dunedin was certified to receive \$10 million across 20 years for a facility for the Toronto Blue Jays
- Indian River County was chosen to receive \$15 million across 30 years to help pay for facilities for the Los Angeles Dodgers. The Dodgers, have however since chosen to relocate to Maricopa County, Arizona.
- Osceola County was certified to receive \$7.5 million across 15 years for a facility for the Houston Astros.
- Clearwater was the last local government certified in 2000 and \$15 million was dedicated, again across 30 years for facilities for the Philadelphia Phillies.

The second five certifications were awarded as part of the 2006 amendment to the authorization.

- Charlotte County will receive \$15 million across 30 years for facilities for the Tampa Bay Rays
- Bradenton will \$15 million across 30 years for facilities for the Pittsburgh Pirates;
- Fort Lauderdale will receive \$15 million across 30 years for facilities that were to be used by the Baltimore Orioles. When the Orioles chose to move to Sarasota (see below) the City was left without a team. It is unclear whether or not Fort Lauderdale is interested in retaining another franchise, thus opening the potential for its decertification.
- Sarasota was chosen to receive \$15 million across 30 years for a facility that was to be the spring training home of the Cincinnati Reds. When the Reds chose to relocate to Maricopa County, Arizona the Baltimore Orioles selected Sarasota for their spring training home.
- St. Lucie County will receive \$7.9 million across 30 years to help pay for facilities for the New York Mets

As noted, both Indian River County and Fort Lauderdale are without spring training tenants.

Florida currently restricts the number of local governments that can be certified to receive financial support under this program to 10. In the event a team decides to move from one Florida municipality to another, funds cannot be used to aid in the relocation (within the state) without the consent of the local government that is losing the franchise.

It is possible that the Houston Astros will be vacating their facility in Kissimmee and that the Washington Nationals will choose to locate their spring training center in the city. If that were to occur Osceola County would not be decertified as a recipient of funds from Florida.

That would leave two potential certifications to be committed in order to retain a franchise. Indian River County has yet to replace the Dodgers since they relocated to Maricopa County, Arizona, and Fort Lauderdale has yet to find a tenant to replace the Orioles.

At the current time Florida's law permits a municipality to apply for one certification. Such a policy is not appropriately designed to respond to the ways in which the business of spring training baseball has changed. Would it be possible to amend the existing law to permit St. Lucie County to apply for a second certification in an effort to ensure that a second team located in the county? That second certification would then better align St. Lucie County and the east coast of Florida with the changing economics of the business of spring training baseball.

As part of any potential financing plan for renovations to the spring training facilities in St. Lucie County the County should apply to the state for an increase in the amount of Chapter 212 distributions it receives. St. Lucie County currently uses the Chapter 212 distribution of \$7.9 million to support the infrastructure that was already built to serve the New York Mets. The additional funds would be requested to (1) facilitate the changes needed to the complex to co-locate a second team and (2) modernize the existing facilities to permit the Mets to remain in the area.

A second certification that could lead to the attraction of a second franchise to the County could qualify for as much as \$15 million to be used to build training facilities needed by a second team that committed to a 30-year lease.

St. Lucie County collects a tourist development tax (5 percent). Based upon the conservative attendance projections made for a second St. Lucie County team the County can expect to collect approximately \$370,000 each year in new tourist

taxes.⁷ In addition there should be at least a \$175,000 annual increment in local option sales taxes. This means the County should anticipate at least \$545,000 each year in new local taxes based on the expenditures of those tourists attending games involving the team co-located at spring training complex. These revenue streams could be invested in the infrastructure needed to produce the economic benefits produced by the presence of the second team for the County's residents and businesses.

These new revenue streams, however, are insufficient to support the building of the facilities needed for the presence of the second team despite the economic benefits produced by the team and its location in St. Lucie County. As a result, to secure the projected benefits, additional revenues will be necessary.

Could Florida permit St. Lucie County to be certified to be a second recipient of funds from its other program in recognition of the presence of a second team? If that approval were received between \$7.5 million and \$15 million could be secured to help pay for the needed facilities (depending the length of term the second team was willing to accept). The second certification would create a valuable state and local government partnership to align Florida's policies and practices with the changing business environment for spring training baseball. This change in existing statutes would not necessarily mean an increase in the total number of certifications or change any financial commitments already agreed to by Florida. This change, however, would better align Florida's policies with the changing financial environment of spring training baseball.

Recent alterations by the state to its spring training franchise retention program also allows for private entities to apply to be certified as recipients of Chapter 212 distributions. If that certification were extended to the New York Mets, for example, the team could receive an allocation that matches that received by St. Lucie County (\$7.5 million across 30 years), or a different allocation arrangement. Those funds could be allocated to help defray some of the needed infrastructure costs.

⁷ An increment to this tax will be considered to help finance the needed infrastructure. At this point in the analysis, however, to illustrate the possible return is calculated on the existing tax rate of 5 percent. The additional increment to be pledged for the infrastructure is introduced as part of the financing plan on page 22. The increment of \$370,000 noted here is a positive return to St. Lucie County and its use is not included in the financing option discussed on page 22.

Current legislation requires a minimum 20-year commitment to a facility to receive Chapter 212 distributions from Florida. At the current maximum level of funding allowed by the state a private sector actor is permitted to receive \$10 million dollars across a 20-year period to facilitate needed renovations to spring training facilities.

Florida's spring training retention programs are less robust than those available to local governments in Arizona. The Arizona Sports and Tourism Authority estimated in 2009 that across the next thirty years more than \$400 million (absolute and not real dollars) would be provided for enhancement of Cactus League Facilities in Maricopa County. This pledged support includes commitments of \$32 million for facilities serving the Texas Rangers and Kansas City Royals. The Cleveland Indians and Cincinnati Reds will receive \$55 million for the complex in Goodyear. The Los Angeles Dodgers and Chicago White Sox will receive \$60 million for their facilities in Glendale.

Spring training baseball produces \$35.6 million in economic value each year for St. Lucie County. If a second team co-located with the Mets an additional \$28.6 million in benefits would be created for St. Lucie County increasing the annual value of spring training baseball to \$64.2 million.

How could a \$60 million investment be financed to ensure this return is generated?

If the State and County agreed to increase its tourist development tax by 1 cent, a 20-year bond could produce \$8.27 million.⁸

If Florida would agree to enhance the previous certification by approximately \$7.1 million reflecting the investment in new enhancements to the facilities used by the Mets, the funds available now increase to \$15.37 million.

If a second certification was earned for the new team moving to St. Lucie an additional \$15 million could be dedicated to the project. This would create a pool of \$30.37 million to finance the project leaving a funding gap of approximately \$30 million.

It could be appropriate to use the taxes generated by the presence of a second team to finance the needed infrastructure. It is recommended, however, that those funds

⁸ Readers are reminded that an annual increment of \$370,000 from visitors associated with the presence of the second team who stay in hotel rooms could be added to the financing mix. If that option was considered the funding gap is less than \$29 million but would reduce an increment to the County's general revenue fund.

be dedicated to future maintenance and capital expenses associated with the ballpark and the training facilities for both teams.

For this project to produce the anticipated \$64.2 million in annual benefits for St. Lucie County, approximately \$30 million from government sources is needed. That investment would bolster the county's economic fortunes and ensure the viability of spring training baseball on Florida's east coast.

Appendix I

St. Louis County Economic Impact

Table with columns: City, Retail, Wholesale, Total 2010 Dollars, Industry, Employment, and various output metrics. Includes sub-sections for 'Retail' and 'Wholesale'.

Non-Currency Primary County Collections

Table showing various metrics: Per Family 2012 Dollars, Total 2010 Dollars, Industry, and Employment. Includes sub-sections for 'Retail' and 'Wholesale'.

Overseas Income

Table with columns: Per Year Total 2012 Dollars, Total 2010 Dollars, and Employment. Includes sub-sections for 'Retail' and 'Wholesale'.

Medium Quantity Expenditure

Table with columns: Per Year Total Dollars, Total 2010 Dollars, Industry, and Employment. Includes sub-sections for 'Retail' and 'Wholesale'.

Consumer Expenditure

Table with columns: Per Year Total Dollars, Total 2010 Dollars, Industry, and Employment. Includes sub-sections for 'Retail' and 'Wholesale'.

Per Year Total Dollars

Table with columns: Total 2010 Dollars, Industry, and Employment. Includes sub-sections for 'Retail' and 'Wholesale'.

Total

Summary table with columns: Total 2010 Dollars, Industry, and Employment. Includes sub-sections for 'Retail' and 'Wholesale'.

The direct expenditures associated with the spending by visitors and the operational costs of conducting the event... The \$32 million in direct expenditures creates a direct, indirect, and induced impact on the St. Louis County economy of \$1.1 billion... The spending and operations create 273 jobs annually.

St. Louis County Economic Impact Q1 Term Sheet

Year	Stadium	2022 Attendance	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect	2022 Total Jobs	2022 Total Earnings	2022 Total Direct Effect	2022 Total Indirect Effect	2022 Total Total Effect
2022	144,679	144,679	144,679	144,679	144,679	144,679	144,679	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Out of State Attendees	144,679	144,679	144,679	144,679	144,679	144,679
Local Attendees	144,679	144,679	144,679	144,679	144,679	144,679
Other	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Food & Beverage	144,679	144,679	144,679	144,679	144,679	144,679
Retail	144,679	144,679	144,679	144,679	144,679	144,679
Accommodation	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Transportation	144,679	144,679	144,679	144,679	144,679	144,679
Entertainment	144,679	144,679	144,679	144,679	144,679	144,679
Healthcare	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Education	144,679	144,679	144,679	144,679	144,679	144,679
Manufacturing	144,679	144,679	144,679	144,679	144,679	144,679
Construction	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Information	144,679	144,679	144,679	144,679	144,679	144,679
Arts & Entertainment	144,679	144,679	144,679	144,679	144,679	144,679
Healthcare	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Education	144,679	144,679	144,679	144,679	144,679	144,679
Manufacturing	144,679	144,679	144,679	144,679	144,679	144,679
Construction	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Information	144,679	144,679	144,679	144,679	144,679	144,679
Arts & Entertainment	144,679	144,679	144,679	144,679	144,679	144,679
Healthcare	144,679	144,679	144,679	144,679	144,679	144,679

Category	2022 Revenue	2022 Jobs	2022 Earnings	2022 Direct Effect	2022 Indirect Effect	2022 Total Effect
Education	144,679	144,679	144,679	144,679	144,679	144,679
Manufacturing	144,679	144,679	144,679	144,679	144,679	144,679
Construction	144,679	144,679	144,679	144,679	144,679	144,679

The direct economic impact is calculated by multiplying the number of attendees by the average spending per attendee. The indirect economic impact is calculated by multiplying the direct economic impact by the multiplier. The total economic impact is the sum of the direct and indirect economic impact.

The multiplier is a measure of the total economic impact of a dollar of direct economic impact. It is calculated as the sum of the direct and indirect economic impact divided by the direct economic impact.

State of Florida Economic Impact

Town League	City	Stadium Total	2012 Attendance	Home Games	Avg. Attendance	6,936
Out of State Attendance						
Per Party Per Day 2012 Dollars						
Breakdown						
Other						
Shipping						
Transportation						
Evening						
Game						
Admission						
Food/Beverage						
Lodging						
Total						

Out of State "Others"	Average Party Size	Per Party 2012 Dollars	Avg. Night Stay	Total
Shipping	1%	\$412.47	\$4.12	\$1,700.00
Transportation	3%	\$1,237.41	\$12.37	\$5,250.00
Evening	3%	\$1,237.41	\$12.37	\$5,250.00
Game	1%	\$412.47	\$4.12	\$1,700.00
Admission	4%	\$1,650.00	\$16.50	\$7,000.00
Food/Beverage	5%	\$2,062.50	\$20.63	\$8,750.00
Lodging	2%	\$825.00	\$8.25	\$3,500.00
Total	20%	\$8,250.00	\$82.50	\$35,000.00

Operations Impact	Team Operating	Per Team Total 2012 Dollars	Total League
Breakdown			
Equipment			
Transportation			
Food			
Other			
Lodging			
Total League			

Stadium Operating	Per Team Total 2012 Dollars	Total League
Breakdown		
Other		
Equipment		
Staff Salaries		
Game Day Salaries		
Utilities		
Total League		

Concessions Expenditure	Per Team Total 2012 Dollars	Total League
Breakdown		
Other		
Salaries/Wages		
Goods and Services		
Total		

The direct expenditures associated with the spending by tourists and the expenditures associated with the operations in Florida is estimated to be \$43.1 million.

RIMS II Multipliers Type I	Final Demand	Output (2010)	Indirect/Induced Earnings	Jobs	Direct Effect Earnings	Jobs
3	1,622,950	222	6,936			

RIMS II Multipliers Type II	Final Demand	Output (2010)	Indirect/Induced Earnings	Jobs	Direct Effect Earnings	Jobs
7.53	12,211,625	1,622,950	50,858,458	1,622,950	12,211,625	1,622,950

RIMS II Multipliers Type II	Final Demand	Output (2010)	Indirect/Induced Earnings	Jobs	Direct Effect Earnings	Jobs
1.284	1,622,950	222	6,936			

RIMS II Multipliers Type II	Final Demand	Output (2010)	Indirect/Induced Earnings	Jobs	Direct Effect Earnings	Jobs
1.284	1,622,950	222	6,936			

RIMS II Multipliers Type II	Final Demand	Output (2010)	Indirect/Induced Earnings	Jobs	Direct Effect Earnings	Jobs
1.284	1,622,950	222	6,936			

The direct expenditures associated with the spending by tourists and the expenditures associated with the operations in Florida is estimated to be \$43.1 million.

RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
1.523	\$108,353,493	\$108,353,493	\$108,353,493	1,795	\$108,353,493	1,795

RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
1.523	\$108,353,493	\$108,353,493	\$108,353,493	1,795	\$108,353,493	1,795

RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
1.523	\$108,353,493	\$108,353,493	\$108,353,493	1,795	\$108,353,493	1,795

RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
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RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
1.523	\$108,353,493	\$108,353,493	\$108,353,493	1,795	\$108,353,493	1,795

The \$43.1 million in direct expenditures creates a direct, indirect, and induced impact on earnings of \$79 million. For a total economic impact of \$115 million. And the creation of 942 jobs.

RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
1.523	\$108,353,493	\$108,353,493	\$108,353,493	1,795	\$108,353,493	1,795

RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
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RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
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RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
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RIMS II Multipliers	Final Demand	Output (2010)	Indirect/Induced Earnings (2010)	Jobs	Direct Effect Earnings (2010)	Jobs
1.523	\$108,353,493	\$108,353,493	\$108,353,493	1,795	\$108,353,493	1,795

The \$43.1 million in direct expenditures creates a direct, indirect, and induced impact on earnings of \$79 million. For a total economic impact of \$115 million. And the creation of 942 jobs.

Program #	Expense Type	Year to Date (2012 Dollar)	2010 Dollars	RIMS II Final Demand		Direct Effect		FINAL DEMAND		Final Demand RIMS II Direct Effect Multipliers		Employment	Earnings (2012)	Employment
				Output	Earnings	Jobs	Earnings	Jobs	Output (2010)	Earnings (2010)	Employment			
510000 Salaries		\$416,248.43	\$404,124.69 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$278,383	8	\$365,219	\$365,219	8	\$365,219
510000 Overtime		\$66,832.13	\$64,691.39 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$42,379	1	\$56,213	\$56,213	1	\$56,213
514500 Overtime-Holiday Pay		\$2,162.29	\$2,156.40 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$9,621	0	\$1,987	\$1,987	0	\$1,987
515100 Social Call Phone Allowance		\$600.08	\$592.60 #40 Telecommunications	1.3372	0.4883	1,6761	1.6761	1.3958	\$15	0	\$204	\$204	0	\$204
521000 Social Security		\$28,901.24	\$28,059.46						\$0	0	\$0	\$0	0	\$0
521100 Medicare		\$6,755.12	\$6,562.25						\$0	0	\$0	\$0	0	\$0
522000 Retirement		\$24,079.69	\$23,478.34 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$18,544	0	\$21,146	\$21,146	0	\$21,146
523000 Dental		\$123,638.95	\$120,037.88 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$197,906	2	\$108,574	\$108,574	2	\$108,574
523500 Group Health -Admin Fee		\$950.70	\$939.32 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$625	0	\$943	\$943	0	\$943
523500 Group Health -Admin Fee		\$3,050.28	\$3,000.85 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$4,948	0	\$2,714	\$2,714	0	\$2,714
523500 Life Insurance		\$2,954.54	\$2,884.49 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$4,729	0	\$1,995	\$1,995	0	\$1,995
524000 Worker's Compensation		\$1,588.88	\$1,542.80 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$1,063	0	\$1,467	\$1,467	0	\$1,467
524000 Unemployment Compensation		\$16,618.84	\$16,134.80 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$26,601	0	\$11,115	\$11,115	0	\$11,115
534000 Other Contractual Services		\$1,601.02	\$1,554.39 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$7,563	0	\$1,406	\$1,406	0	\$1,406
540000 Travel		\$285,117.26	\$276,832.29 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$456,413	6	\$250,394	\$250,394	6	\$250,394
541000 Postage & Freight		\$43,328.48	\$42,066.49 #40 Telecommunications	1.3372	0.4883	1,6761	1.6761	1.3958	\$94	0	\$36	\$36	0	\$36
543000 Landfill Charges		\$256.84	\$249.36 #51 Waste Management and Remediation Servit	1.551	0.4888	14,4988	1.368	1.3912	\$485,537	1	\$85,804	\$85,804	1	\$85,804
544000 Equipment Rental		\$107,676.00	\$104,541.75 #44 Insurance Carriers and Related Activities	1.346	0.3348	4,1373	1.3373	1.5305	\$140,713	1	\$56,904	\$56,904	1	\$56,904
545000 Insurance - Deductible		\$59,336.72	\$57,610.41 #61 Other Services	1.551	0.4888	14,4988	1.368	1.3912	\$26,054	1	\$9,355	\$9,355	1	\$9,355
546000 Equipment Maintenance		\$14,056.32	\$13,648.66 #61 Other Services	1.551	0.4888	14,4988	1.368	1.3912	\$21,669	0	\$9,089	\$9,089	0	\$9,089
546200 Air Conditioner Maintenance		\$44,467.46	\$43,172.29 #61 Other Services	1.551	0.4888	14,4988	1.368	1.3912	\$66,980	1	\$28,750	\$28,750	1	\$28,750
546200 Ground Maintenance		\$142,115.50	\$137,976.21 #61 Other Services	1.551	0.4888	14,4988	1.368	1.3912	\$214,001	2	\$91,484	\$91,484	2	\$91,484
547000 Printing & Binding		\$29.00	\$28.16 #23 Printing and related support activities	1.4154	0.3790	8,6190	1.368	1.3912	\$44	0	\$19	\$19	0	\$19
549160 Storm Water Assessment		\$42,097.87	\$40,871.72 #51 Waste Management and Remediation Servit	1.551	0.4888	14,4988	1.368	1.3912	\$7,850	0	\$4,160	\$4,160	0	\$4,160
549955 Interdepartmental Direct Charge		\$13,789.08	\$13,391.34 #61 Other Services	1.4362	0.4047	14,3992	1.3489	1.2895	\$20,770	0	\$8,655	\$8,655	0	\$8,655
551000 Office Supplies		\$918.75	\$891.59 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$1,281	0	\$68	\$68	0	\$68
551200 Small tools		\$1,516.03	\$1,471.87 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$2,114	0	\$802	\$802	0	\$802
551200 Equipment <\$1000		\$15,296.74	\$14,851.20 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$7,319	0	\$74	\$74	0	\$74
552000 Operating Supplies		\$179.99	\$174.75 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$751	0	\$95	\$95	0	\$95
552050 Safety Supplies		\$86,168.93	\$85,600.90 #57 Sports	1.6487	0.6551	20,3194	1.3807	1.3902	\$141,130	2	\$77,776	\$77,776	2	\$77,776
552050 Bldg/Infrastructure <\$25000		\$0.00	\$0.00 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$0	0	\$0	\$0	0	\$0
552300 Chemicals		\$1,410.75	\$1,366.66 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$1,967	0	\$70	\$70	0	\$70
552311 Landscape Supplies		\$42,689.07	\$41,445.70 #51 Waste Management and Remediation Servit	1.4154	0.3760	8,6190	1.368	1.3912	\$38,662	0	\$13,666	\$13,666	0	\$13,666
552500 Gas, Oil, Grease		\$6,771.46	\$6,574.23 #51 Waste Management and Remediation Servit	1.4154	0.3760	8,6190	1.368	1.3912	\$9,305	0	\$4,446	\$4,446	0	\$4,446
552910 Machinery & Equipment		\$2,080.00	\$1,970.87 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$14,042	0	\$1,161	\$1,161	0	\$1,161
554000 Machinery & Equipment		\$32,692.55	\$31,740.34 #28 Retail Trade	1.4362	0.4047	14,3992	1.3489	1.2895	\$2,851	0	\$2,074	\$2,074	0	\$2,074
		\$2,041,228.45	\$1,981,775.19						\$2,955,238	28	\$1,320,697	\$1,320,697	28	\$1,320,697

**BOARD
OF COUNTY
COMMISSIONERS**



**COUNTY
ADMINISTRATOR**
Howard N. Tipton

August 20, 2015

Re: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) – Section 288-11621, Florida Statutes

Item #4: Evidence that St. Lucie County continues to meet the criteria in effect in 2006 when the Sports Complex was certified a Retained Spring Training Facility.

On August 16, 2006, St. Lucie County submitted an application to certify the Complex as a Retained Spring Training Facility. The following ten (10) criteria were in effect and evidence that St. Lucie County continues to meet the said criteria is presented as follows:

#1 Unit of government as defined in Section 218.369 Florida Statutes is responsible for the acquisition, construction, management or operation of the facility for a retained spring training franchise or hold title to the property on which the facility for a retained spring training franchise is located.

1. St. Lucie County is a unit of local government as defined in Section 218.369 Florida Statutes, attached as Exhibit "A".
2. St. Lucie County's boundaries are defined in West's Florida Statutes Annotated, Title II. State Organization, Chapter 7, County Boundaries, 7.59 St. Lucie County attached as Exhibit "B".
3. A copy of the contract with Sterling Facilities, L.L.C., owners of the New York Mets is attached, as Tab #2, and warrants that the land, stadium and the remainder of the Complex is owned by St. Lucie County.

#2 Verified copy of a signed agreement with a retained spring training franchise for the future use of the facility for a term of at least 15 years.

See tab #2 of the report.

#3 Financial commitment to provide 50% or more of the funds required by an agreement for the acquisition, construction or renovation of the facility for a retained spring training franchise.

**BOARD
OF COUNTY
COMMISSIONERS**



**COUNTY
ADMINISTRATOR**
Howard N. Tipton

A copy of the contract with Sterling Facilities Services, L.L.C., owners of the New York Mets is attached, as Tab #2 and outlines the financial commitment to construct and renovate the Sports Complex.

- #4 Projections which demonstrate that the facility for a spring training franchise will attract a paid attendance of at least 50,000 annually and an estimate of the proposed effect on the local economy.

Attendance and estimated economic impact reports are attached as Tab #4.

- #5 Location of a retained spring training franchise within a county that is levying a tourist development tax pursuant to s. 125.0104.

St. Lucie County Ordinance No. 84-11, levying a Tourist Development Tax, and Ordinances 86-09, 87-82, 91-02, 97-14, 02-36 and 03-12 which further define the Tourist Development Tax are attached as Exhibit "C".

- #6 Intended use of the funds for acquisition, construction or renovation of the facility.

A copy of the contract with Sterling Facilities, L.L.C., owners of the New York Mets is attached, as Tab #2, and outlines the financial commitment to construct and renovate the Sports Complex.

- #7 Length of time the facility has been used by a retained spring training franchise.

The Sports Complex, formerly known as Thomas J. White Stadium, has been utilized by the New York since 1988. On August 1, 2003 (Tab #2) St. Lucie County entered into a fifteen-year agreement, which expires on December 31, 2018. On September 27, 2011, a new amendment was executed, extending the contract to December 31, 2023.

- #8 Remaining time on a current spring training facility lease with a local government, which does not exceed five years unless an agreement of 15 years was entered into between July 1, 2003 and July 1, 2004.

See item #7 above.

**BOARD
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**COUNTY
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- #9 Net increase of total active recreation space owned by the applying local unit of government following the acquisition of land for the spring training facility.

Per the legal description, attached as Exhibit "D" and the Property Record Card, attached as Exhibit "E", the net increase of total active recreation space owned by St. Lucie County increased 100 acres upon the acquisition of the land for the Sports Complex

- #10 Location of the facility within a brownfield, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an urban infill Redevelopment Plan.

In addition to the Sports Complex abutting two side of the Peacock SAD, which was created by the City of Port St. Lucie in 2007, the Complex also abuts the St. Lucie West Commerce Park which is part of St. Lucie County Foreign Trade Zone #218 as evidenced on the map attached as Exhibit 'F'.

**BOARD
OF COUNTY
COMMISSIONERS**



**COUNTY
ADMINISTRATOR**
Howard N. Tipton

August 20, 2015

Subject: Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sport Complex, a State Spring Training Facility (New York Mets) under Section 288-11621, Florida Statutes

Item #4: Evidence that St. Lucie County continues to meet the criteria in effect (2006) when the Sport Complex was certified as a Spring Training Facility.

PROPERTY RECORD CARD

St Lucie County Record: 1 of 6
 Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 525 NW PEACOCK DR ParcelID: 3323-500-0011-000-6
 Sec/Town/Range: 23 :36S :39E Account #: 36114
 Map ID: 33/23S Land Use: FRST PRKS
 Zoning: I - PSL City/Cnty: Port St Lucie



Ownership and Mailing

Owner: St Lucie County Digital Domain Park AKA
 Address: 527 NW Peacock Blvd
 Port St Lucie FL 34986-2210

Legal Description

ST LUCIE WEST-PLAT 1- PARCEL 29A (100.00 AC) (OR 585-1740)

Sales Information

Date: 6/28/1986 Price: 100 Code: 01 Deed: WD Book/Page: 0585 / 1740

Assessment 2011 Final
 2011 Final: 21125700
 Assessed: 21125700
 Ag.Credit: 0
 Exempt: 21125700
 Taxable: 0
 Taxes: 0

Total Land and Building
 Land Value: 7357700 Acres: 100
 Building Value: 13768000
 Finished Area: 22277 SqFt

BUILDING INFORMATION

Using Grid Area
 6AS - 15174



Exterior Features

View: - RoofCover: - RoofStruct: -
 ExtType: HC - HC YearBlt: 1987 Frame: -
 Grade: C - C EffYrBlt: 1987 PrimeWall: -
 StoryHght: 0010 - 1 Story No.Units: - SecWall: -

Interior Features

BedRooms: 0 Electric: - PrmIntWall: -
 FullBath: 0 HeatType: - AvgHt/Ft: STD
 1/2Bath: 0 HeatFuel: - Prm.Floors: -
 %AC: 0 %Heated: 0 %Sprinkled: 0

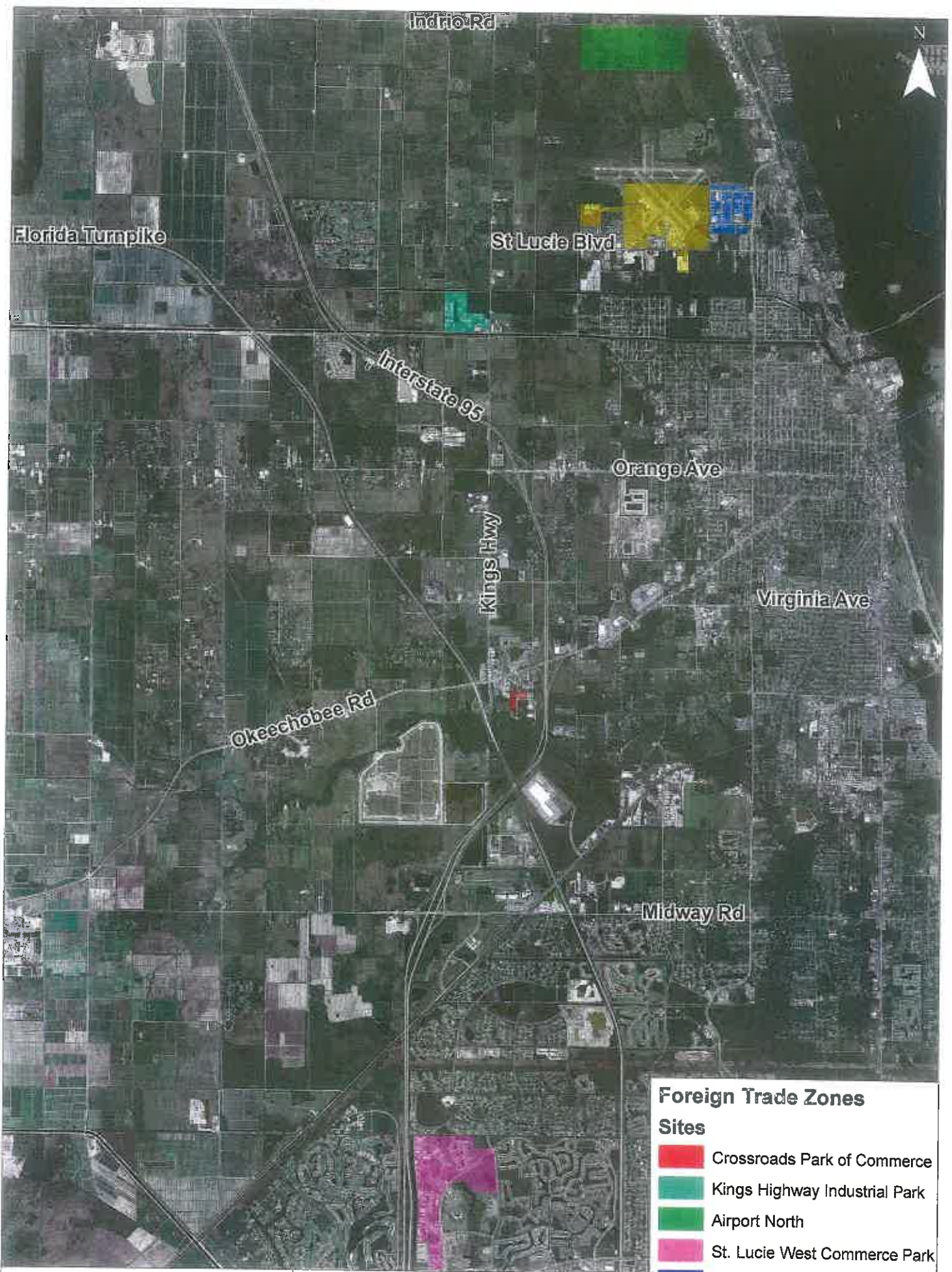
Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.
MISC - MISC	S	1	30000	AV	AV	1987
EXTR - EXTR	S	1	100500	AV	AV	1987
WAL3 - CBSWall6"Blk	Y	1	185	AV	AV	2005

Land Information

No.	Land Use	Type	Measure	Depth
1	8200-FRST PRKS	537 -Acres	98.1	
2	8200-FRST PRKS	505 -Acres	1.9	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.



Foreign Trade Zones Sites	
■	Crossroads Park of Commerce
■	Kings Highway Industrial Park
■	Airport North
■	St. Lucie West Commerce Park
■	Airport Industrial Park
■	Airport South

Select Year: 2012

The 2012 Florida Statutes

Title XIV
TAXATION AND
FINANCE

Chapter 218
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.369 Definitions applicable to ss. 218.37-218.386.—As used in this section and in ss. 218.37, 218.38, 218.385, and 218.386, the term “unit of local government,” except where exception is made, means a county, municipality, special district, district school board, local agency, authority, or consolidated city-county government or any other local governmental body or public body corporate and politic authorized or created by general or special law and granted the power to issue general obligation or revenue bonds; and the words “general obligation or revenue bonds” shall be interpreted to include within their scope general obligation bonds, revenue bonds, special assessment bonds, limited revenue bonds, special obligation bonds, debentures, and other similar instruments, but not bond anticipation notes.

History.—s. 1, ch. 82-195; s. 84, ch. 83-217; s. 30, ch. 2004-305.

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Select Year: 2012

The 2012 Florida Statutes

Title II STATE ORGANIZATION

Chapter 7 COUNTY BOUNDARIES

[View Entire Chapter](#)

7.59 St. Lucie County.—The boundary lines of St. Lucie County are as follows: Beginning on the eastern boundary of the State of Florida at a point where the north section line of section thirteen, township thirty-seven south, range forty-one east, produced easterly, would intersect the same; thence westerly on the north line of said section and other sections to the northwest corner of section eighteen, township thirty-seven south, range forty-one east; thence south on the range line between ranges forty and forty-one east, to the township line between townships thirty-seven and thirty-eight south; thence west on the said township line to the range line dividing ranges thirty-six and thirty-seven east; thence north on said range line, concurrent with the east boundary of Okeechobee County, to the northwest corner of township thirty-four south, range thirty-seven east; thence east on the township line dividing townships thirty-three and thirty-four south, to the Atlantic Ocean; thence continuing easterly to the eastern boundary of the State of Florida; thence southerly along said east boundary, including the waters of the Atlantic Ocean within the jurisdiction of the State of Florida, to the place of beginning.

History.—ss. 1, 19, ch. 5567, 1905; s. 1, ch. 7401, 1917; RGS 54; s. 1, ch. 10148, 1925; s. 1, ch. 10180, 1925; CGL 56; s. 2, ch. 2012-45.

¹Note.—

A. Section 5, ch. 2012-45, provides that “[u]pon approval by a majority vote of those qualified electors residing in the area being transferred from St. Lucie County to Martin County as described in section 1 voting in a referendum to be held by the Board of County Commissioners of St. Lucie County and conducted by the Supervisor of Elections of St. Lucie County in conjunction with the next general, special, or other election to be held in St. Lucie County, in accordance with the provisions of law relating to elections currently in force, this act shall take effect July 1, 2013.” Contingent upon that approval, s. 2, ch. 2012-45, amended s. 7.59, to read:

7.59 St. Lucie County.—The boundary lines of St. Lucie County are as follows: Beginning on the eastern boundary of the State of Florida at a point where the north section line of section thirteen, township thirty-seven south, range forty-one east, produced easterly, would intersect the same; thence westerly on the north line of said section and other sections to the northwest corner of section eighteen, township thirty-seven south, range forty-one east; thence south along the range line between ranges forty east and forty-one east which is concurrent with the St. Lucie County and Martin County boundary lines to the intersection with the north line of the south 508.15 feet of the northeast quarter of section twenty-four, township thirty-seven south, range forty east; thence west along the south 508.15-foot line of the northeast quarter of section twenty-four, township thirty-seven south, range forty east and concurrent with the municipal boundary line of the City of Port St. Lucie to the intersection of the east 924.15-foot line of section twenty-four, township thirty-seven south, range forty east; thence south along the east 924.15-foot line of section twenty-four, township thirty-seven south, range forty east and continuing along the municipal boundary line of the City of Port St. Lucie, to the intersection of the south line of the northeast quarter of section twenty-four, township thirty-seven south, range forty east; thence west along the south line of the northeast quarter of section twenty-four, township thirty-seven south, range forty east to the intersection with the west edge of Howard Creek; thence southerly and along with the west edge of Howard Creek being concurrent with the municipal boundary line of the City of Port St. Lucie to the intersection of the north shore of the north fork of the St. Lucie River and the west edge of Howard Creek as concurrent with the City of Port St. Lucie municipal boundary; thence departing said north shore of the north fork of the St. Lucie River and the municipal boundary line of the City of Port St. Lucie, a bearing direction

(State Plane Coordinate System, Florida East Zone) of south 45 degrees, 16 minutes west, 2,355 feet more or less, to a point within the body of water of the north fork of the St. Lucie River; thence departing said point a bearing direction (State Plane Coordinate System, Florida East Zone) of south 41 degrees, 4 minutes east, 6,155 feet more or less to a point located in the body of the north fork of the St. Lucie River which intersects with the west line of section thirty, township thirty-seven south, range forty-one east; thence south 6,459 feet along the west line of sections thirty and thirty-one, township thirty-seven south, range forty-one east, to the intersection with the township line between townships thirty-seven and thirty-eight south; also being the southwest corner of section thirty-one, township thirty-seven, range forty-one east; thence west on the said township line to the range line dividing ranges thirty-six and thirty-seven east; thence north on said range line, concurrent with the east boundary of Okeechobee County, to the northwest corner of township thirty-four south, range thirty-seven east; thence east on the township line dividing townships thirty-three and thirty-four south, to the Atlantic Ocean; thence continuing easterly to the eastern boundary of the State of Florida; thence southerly along said east boundary, including the waters of the Atlantic Ocean within the jurisdiction of the State of Florida, to the place of beginning.

B. Section 3, ch. 2012-45, provides that “[a]ll public roads, and the public rights-of-way associated therewith, lying within the limits of the lands being incorporated into Martin County as described in sections 1 and 2 are transferred from the jurisdiction of St. Lucie County to the jurisdiction of Martin County on the effective date of the change in county boundaries pursuant to this act.”

C. Section 4, ch. 2012-45, provides that “[t]he governing bodies of St. Lucie County and Martin County shall enter into an interlocal agreement no later than May 1, 2013, which shall provide a financially feasible plan for transfer of services, personnel, and public infrastructure from St. Lucie County to Martin County. The agreement shall include compensation for the value of infrastructure investments by St. Lucie County in the transferred property minus depreciation, if any. Upon the effective date of this act, the total tax and assessment revenue that would have been generated in fiscal year 2013-2014 by all St. Lucie County taxing authorities levying taxes or assessments within the area transferred to Martin County less 10 percent shall be transmitted to St. Lucie County for distribution to the county and all other affected taxing authorities. Thereafter, through fiscal year 2022-2023, the tax and assessment revenue amount that would have been generated by all St. Lucie County taxing authorities levying taxes or assessments in the transferred area for fiscal year 2013-2014 shall serve as the base amount of tax and assessment revenue for further annual reductions of 10 percent of the base amount before annual distributions to the St. Lucie County through fiscal year 2022-2023. However, for any fiscal year through fiscal year 2022-2023 when the total taxes and assessments collected within the transferred area exceed the base amount by more than 3 percent, St. Lucie County shall receive the same percentage distribution from the tax and assessment revenue that exceeds the base amount by more than 3 percent as they will receive from the base amount. All distributions to St. Lucie County shall occur within 30 days after the beginning of each calendar year.”

ORDINANCE NO. 84-11

AN ORDINANCE LEVYING A TOURIST DEVELOPMENT TAX PURSUANT TO SECTION 125.0104, FLORIDA STATUTES; ADOPTING A PLAN OF TOURIST DEVELOPMENT; PROVIDING FOR A REFERENDUM ELECTION ON THE QUESTION OF WHETHER THIS ORDINANCE AND THE TAX SHALL BE APPROVED; PROVIDING FOR NOTICE TO THE FLORIDA DEPARTMENT OF REVENUE OF APPROVAL OF THIS ORDINANCE AND THE TAX; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF REVENUE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CODIFICATION; AND PROVIDING FOR ADOPTION.

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, has made the following determinations:

1. Article II of Chapter 1-19-5, Code of Ordinances of St. Lucie County, Florida, adopted pursuant to Section 125.0104, Florida Statutes, establishes the St. Lucie County Tourist Development Council and authorizes this Board to appoint the members of that council.
2. By Resolution No. 83-164, adopted December 6, 1983, this Board appointed the members of the St. Lucie County Tourist Development Council.
3. By Resolution No. 84-55, adopted April 24, 1984, this Board indicated the intention of St. Lucie County to consider enactment of an ordinance levying and imposing a tourist development tax.
4. On May 3, 1984, the St. Lucie County Tourist Development Council adopted a Plan for Tourist Development and submitted that plan to this Board for approval and adoption as a part of an ordinance levying a tourist development tax.

5. This Board should levy a tourist development tax, subject to referendum of the electors of St. Lucie County, and should adopt the Plan for Tourist Development submitted by the St. Lucie County Tourist Development Council.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. ADDITION OF ARTICLE III (TOURIST DEVELOPMENT TAX) TO CHAPTER 1-19.5 (TAXATION).

The Code of Ordinances of St. Lucie County, Florida, is amended by adding a new Article III to Chapter 1-19.5, to read as follows:

ARTICLE III. TOURIST DEVELOPMENT TAX

Section 1-19.5-30. Levy.

(a) Subject to the provisions of this article and Section 125.0104, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of two percent of each dollar and major fraction of each dollar of the total consideration charged for each lease or rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six months or less, unless such person rents, leases, or lets for consideration any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(d) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Florida Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under Section 212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the marking of returns, the keeping of records and accounts, and compliance with the rules of the Florida Department of Revenue in the administration of that chapter shall apply to and be binding upon all persons who are subject to the provisions of this article, provided, however, that the Florida Department of Revenue may authorize a quarterly return and payment when the tax remitted by the person receiving the consideration for such rental or lease for the preceding quarter did not exceed \$25.00.

(e) Collections received by the Florida Department of Revenue from the tax, less costs of administration, shall be paid and returned on a monthly basis to St. Lucie County for use by the County in accordance with the provisions of this article and

Section 125.0104, Florida Statutes, and shall be placed in the St. Lucie County Tourist Development Trust Fund, which fund shall be established by resolution of the Board of County Commissioners prior to the receipt of any tourist development tax revenue.

Section 1-19.5-31. Plan for Tourist Development.

(a) Anticipated revenue. The tourist development tax shall be levied at a rate of two percent of each dollar and major fraction of each dollar of the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the 24 months following levy of the tax is \$624,000, less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue. The proposed uses of the tourist development tax revenue, in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expense allocation. The total tourist development tax revenue shall be allocated to providing a sports stadium and related facilities in St. Lucie County, but in the event the Board of County Commissioners determines that such facility is not economically feasible, then the total tourist development tax

revenue shall be allocated to promoting and advertising tourism in St. Lucie County.

PART B. REFERENDUM ON APPROVAL.

Section 1. In accordance with Section 125.0104, Florida Statutes, and other applicable law, a referendum election is hereby called and shall be held in St. Lucie County, Florida, on Tuesday, October 2, 1984, in conjunction with the 1984 second primary election to be held on that day, for the purpose of submitting to the qualified electors of St. Lucie County the question of whether this ordinance and a tourist development tax shall be approved.

Section 2. At least thirty (30) days notice of the referendum election shall be provided by publication in a newspaper of general circulation in St. Lucie County. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the referendum election is to be held. Notice shall be given in substantially the following form:

NOTICE OF REFERENDUM

NOTICE IS HEREBY GIVEN that a referendum election will be held throughout St. Lucie County, Florida, on October 2, 1984, for the purpose of determining the following question:

PROPOSAL FOR TOURIST DEVELOPMENT TAX

SHALL A TWO (2) PERCENT TOURIST DEVELOPMENT
TAX BE IMPOSED THROUGHOUT ST. LUCIE COUNTY

BEGINNING NOVEMBER 1, 1984, ON THE LEASE OR RENTAL OF HOTEL, MOTEL, AND SIMILAR ACCOMMODATIONS FOR A TERM OF SIX (6) MONTHS OR LESS, FIRST, TO PROVIDE A SPORTS STADIUM AND RELATED FACILITIES, AND SECOND, TO PROMOTE TOURISM IN ST. LUCIE COUNTY, AS PROVIDED BY SECTION 125.0104, FLORIDA STATUTES?

The polls will be opened at the voting places on the day of said referendum election from 7:00 A.M. to 7:00 P.M. on the same day. All qualified voters residing within St. Lucie County may vote in said referendum election.

Section 3. The ballots to be used in the referendum election shall be in the form as provided by law and shall contain the question to be voted upon. The ballot shall be in substantially the following form:

PROPOSAL FOR TOURIST DEVELOPMENT TAX

SHALL A TWO (2) PERCENT TOURIST DEVELOPMENT TAX BE IMPOSED THROUGHOUT ST. LUCIE COUNTY BEGINNING NOVEMBER 1, 1984, ON THE LEASE OR RENTAL OF HOTEL, MOTEL, AND SIMILAR ACCOMMODATIONS FOR A TERM OF SIX (6) MONTHS OR LESS, FIRST, TO PROVIDE A SPORTS STADIUM AND RELATED FACILITIES, AND SECOND, TO PROMOTE TOURISM IN ST. LUCIE COUNTY, AS PROVIDED BY SECTION 125.0104, FLORIDA STATUTES?

Do you favor a 2 percent Tourist development tax in St. Lucie County?

_____ FOR the Tourist Development Tax.

_____ AGAINST the Tourist Development Tax.

PART C. NOTICE OF APPROVAL.

The Board of County Commissioners shall notify the Florida Department of Revenue within 10 days of the approval of this ordinance in the referendum provided in Part B.

PART D. CONFLICTING PROVISIONS.

Special acts of the Florida Legislature applicable only to unincorporated areas of St. Lucie County and adopted prior to January 1, 1969, county ordinances, and county resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART E. SEVERABILITY AND APPLICABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

PART F. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Florida Department of State, the Capitol, Tallahassee, Florida 32304.

PART G. FILING WITH THE DEPARTMENT OF REVENUE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Florida Department of Revenue, 102 Carlton Building, Tallahassee, Florida 32301.

PART H. EFFECTIVE DATE.

If approved as provided in Part B, this ordinance shall be effective on November 1, 1984.

PART I. CODIFICATION.

The provisions of this ordinance shall be incorporated in the Code of Ordinances of St. Lucie County, Florida, and the word "ordinance" may be changed to "section," "article," or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Parts B through J shall not be codified.

PART J. ADOPTION.

After motion and second, the vote on this ordinance was as follows:

Chairman Maurice D. Snyder	Absent
Vice-Chairman R. Dale Trefelner	Aye
Commissioner E. E. Green	Aye
Commissioner Havert L. Fenn	Aye
Commissioner William B. Palmer	Aye

PASSED AND DULY ADOPTED this 3rd day of July, 1984.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

By: R. Dale Trefelner
Vice-Chairman

ATTEST:

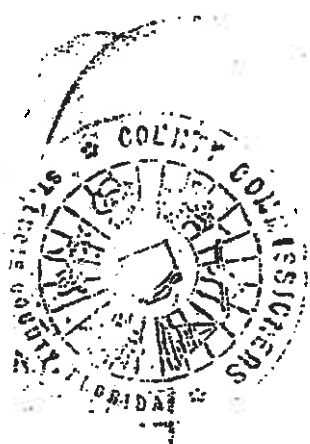
Maurice M. Canonica
Clerk

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE UNDERSIGNED, Clerk of the Board of County Commissioners of the County and State aforesaid, does hereby certify that the above and foregoing is a true and correct copy of a ordinance adopted by the said Board of County Commissioners at a meeting held on the 3rd day of July 1984.

WITNESS my hand and the seal of said Board this 9th
day of July, 1984.

Roger Poitras, Clerk of the
Board of County Commissioners
of St. Lucie County, Florida



By Margaret M. Canonica
Deputy Clerk

ment Council. The Board authorizes this Board to appoint the members of that council.

2. By Resolution No. 83-164, adopted December 6, 1983, this Board appointed the members of the St. Lucie County Tourist Development Council.

3. By Resolution No. 84-35, adopted April 24, 1984, this Board indicated the intention of the St. Lucie County to consider enactment of an ordinance levying and imposing a tourist

(e) Collections received by the Florida Department of Revenue from the tax, less costs of administration, shall be paid and returned on a monthly basis to St. Lucie County for use by the County in accordance with the provisions of this article and Section 125.0104, Florida Statutes, and shall be placed in the St. Lucie County Tourist Development Trust Fund, which fund shall be established by resolution of the Board of County Commissioners prior to the

The polls will be opened at the voting places on the day of said referendum election from 7:00 A.M. to 7:00 P.M. on the same day. All qualified voters residing within St. Lucie County may vote in said referendum election.

Section 3. The ballots to be used in the referendum election shall be in the form as provided by law and shall contain the question to be voted upon. The ballot shall be in substantially the following form:

PROPOSAL FOR



THE NEWS-TRIBUNE

Published Seven Days A Week

Fort Pierce, St. Lucie County, Florida

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared James J. McMillen or Kathleen K. LeClair, who on oath says that he/she is Publisher, Publisher's Secretary of The News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida; that the attached copy of advertisement, being a public hearing in the matter of Ordinance #84-11

was published in said newspaper in the issues of 6/11/84

Affiant further says that the said News Tribune is a newspaper published at Fort Pierce, in said St. Lucie County, Florida, and that the said newspaper has heretofore been continuously published in said St. Lucie County, Florida, each day and has been entered as second class mail matter at the post office in Fort Pierce, in said St. Lucie County, Florida.

No. 84800
NOTICE
NOTICE IS HEREBY
GIVEN that the Board of

County Commissioners of St. Lucie County, Florida, will, at its meeting at 9:00 a.m. on Tuesday, July 3, 1984, in Room 101 of the St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida, hold a public hearing to consider the enactment of Ordinance No. 84-11, a copy of which is attached hereto and by reference made a part hereof.

DATED this 6th day of June, 1984.

PUBLISHED: June 11, 1984
ORDINANCE NO. 84-11
AN ORDINANCE LEVYING A TOURIST DEVELOPMENT TAX PURSUANT TO SECTION 125.0104, FLORIDA STATUTES; ADOPTING A PLAN OF TOURIST DEVELOPMENT; PROVIDING FOR A REFERENDUM ELECTION ON THE QUESTION OF WHETHER THIS ORDINANCE AND THE TAX SHALL BE APPROVED; PROVIDING FOR NOTICE TO THE FLORIDA DEPARTMENT OF REVENUE OF APPROVAL OF THIS ORDINANCE AND THE TAX; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE FLORIDA DEPARTMENT OF REVENUE.

BOARD OF COUNTY
COMMISSIONERS



July 12, 1984

Florida Department of Revenue
102 Carlton Building
Tallahassee, FL 32301

Gentlemen:

Attached please find a certified copy of Ordinance No. 84-11 levying a tourist development tax pursuant to Section 125.0104, Florida Statutes, etc. This ordinance was enacted by the Board of County Commissioners of said County on July 3, 1984.

Please advise if I may provide you with any further information.

Sincerely,

A handwritten signature in cursive script that reads "Marjorie M. Canonica".

Marjorie M. Canonica
Commission Secretary

/mmc

Attachment

2/1/89

ORDINANCE NO. 86-09

**AN ORDINANCE AMENDING SECTION 1-19.3-30 (LEVY)
OF ARTICLE III (TOURIST DEVELOPMENT TAX), OF
CHAPTER 1-19.3 (TAXATION) OF THE CODE OF
ORDINANCES OF ST. LUCIE COUNTY, FLORIDA,
PROVIDING FOR CONFLICTING PROVISIONS;
SEVERABILITY AND APPLICABILITY; FILING WITH
THE DEPARTMENT OF STATE; EFFECTIVE DATE; ADOPTION;
AND CODIFICATION**

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, has made the following determinations:

1. In order for Section 1-19.3-30 (Levy) of Article III (Tourist Development Tax) of Chapter 1-19.3 (Taxation) of the Code of Ordinances of St. Lucie County, Florida, to conform to Subsection (3)(a) of Section 125.0104, Florida Statutes (1985) (Tourist development tax; procedure for levying; authorized uses; referendum; enforcement), it is necessary to add certain words to subsection (a) under Section 1-19.3-30 (Levy) of Article III (Tourist Development Tax) of Chapter 1-19.3 (Taxation) of the Code of Ordinances of St. Lucie County, Florida.

2. This Board believes that the Code of Ordinances should conform with Section 125.0104 (3)(a), Florida Statutes (1985).

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. AMENDMENT OF SECTION 1-19.3-30 (LEVY), OF ARTICLE III (TOURIST DEVELOPMENT TAX), OF CHAPTER 1-19.3 (TAXATION)

Section 1-19.3-30 (Levy) of Article III (Tourist Development Tax) of Chapter 1-19.3 (Taxation) of the Code of Ordinances of St. Lucie County, Florida, is hereby amended to read as follows:

~~Struck-through~~ passages are deleted; underlined passages are added.

ARTICLE III. TOURIST DEVELOPMENT TAX

Section 1-19.3-30. Levy.

(a) Subject to the provisions of this article and Section 125.0104, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of two (2) per cent of each dollar and major fraction of each dollar of the total consideration charged for each lease or rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less unless such person rents, leases, or lets for consideration any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(d) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Florida Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under Section

212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the marking of returns, the keeping of records and accounts, and compliance with the rules of the Florida Department of Revenue in the administration of that chapter, shall apply to and be binding upon all persons who are subject to the provisions of this article; provided, however, that the Florida Department of Revenue may authorize a quarterly return and payment when the tax remitted by the person receiving the consideration for such rental or lease for the preceding quarter did not exceed twenty-five dollars (\$25.00).

(e) Collections received by the Florida Department of Revenue from the tax, less costs of administration, shall be paid and returned on a monthly basis to St. Lucie County for use by the county in accordance with the provisions of this article and Section 125.0104, Florida Statutes, and shall be placed in the St. Lucie County Tourist Development Trust Fund, which fund shall be established by resolution of the board of county commissioners prior to the receipt of any tourist development tax revenue.

PART B. CONFLICTING PROVISIONS.

Special acts of the Florida Legislature applicable only to unincorporated areas of St. Lucie County and adopted prior to January 1, 1969, County ordinances, and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

~~Struck-through~~ passages are deleted; underlined passages are added.

PART C. SEVERABILITY AND APPLICABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

PART D. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to Bureau of Administrative Code and Laws, Department of State, the Capitol, Tallahassee, Florida 32304.

PART E. EFFECTIVE DATE.

This ordinance shall take effect upon receipt of official acknowledgement from the Office of the Secretary of State that this ordinance has been filed in that office.

PART F. ADOPTION.

After motion and second, the vote on this ordinance was as follows:

Chairman Havert L. Fenn	Aye
Vice-Chairman Jim Minix	Aye
Commissioner E. E. Green	Aye
Commissioner R. Dale Trefelner	Absent
Commissioner Jack Krieger	Aye

PART G. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of St. Lucie County, Florida, and the word ~~Strueek-through-passages~~ are deleted; underlined passages are added.

"ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Parts B through G shall not be codified.

PASSED AND DULY ADOPTED this 18th day of March, 1986.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Therese du Boulet
DEPUTY CLERK

Havert L. Ferris
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

David A. [Signature]
COUNTY ATTORNEY

752579

'86 MAR 26 A10:42

ROGER [Signature]
ST. LUCIE COUNTY

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1091430

Rec Fee \$ 51.00 *Chang*
Add Fr _____ DOUGLAS DIXON
Doc Tax \$ _____ St. Lucie County
Int Tax \$ _____ Clerk of Circuit Court
By *[Signature]* Deputy Clerk
Total \$ 51.00

ORDINANCE NO. 91-02

AN ORDINANCE OF ST. LUCIE COUNTY, FLORIDA, AMENDING ARTICLE III ("TOURIST DEVELOPMENT TAX") OF CHAPTER 1.19-3 "TAXATION" OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, TO ESTABLISH A NEW SECTION PROVIDING FOR THE LOCAL ADMINISTRATION OF THE TOURIST DEVELOPMENT TAX; DESIGNATING THE TAX COLLECTOR AS THE LOCAL OFFICIAL TO WHOM THE TAX SHALL BE REMITTED; PROVIDING FOR THE POWERS AND DUTIES OF THE TAX COLLECTOR; PROVIDING CERTAIN ADDITIONAL DETAILS WITH RESPECT TO THE ADMINISTRATION AND COLLECTION OF THE TOURIST DEVELOPMENT TAX, AND PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ADOPTION AND CODIFICATION.

WHEREAS, on July 3, 1984, the Board of County Commissioners of St. Lucie County passed and duly adopted Ordinance No. 84-11 implementing the Local Option Tourist Development Act provided under Section 125.0104, Florida Statutes; and

WHEREAS, Ordinance No. 84-11 has subsequently been amended by St. Lucie County Ordinance Nos. 86-09 and 87-82 to extend and amend the St. Lucie County Tourist Development Plan, to impose an additional One Cent (1¢) tourist development tax and otherwise comply with the requirements of Section 125.0104, Florida Statutes; and

WHEREAS, Section 125.0104, Florida Statutes, has been amended to provide for the local administration of the tourist development tax; and

WHEREAS, the St. Lucie County Tourist Development Council has recommended to the Board of County Commissioners and the

cc. att.

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Board of County Commissioners has determined that it is in the best interest of the citizens of St. Lucie County to provide for the local administration of the tourist development tax.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, as follows:

PART A. ARTICLE III "TOURIST DEVELOPMENT TAX" OF CHAPTER 1-19.3 "TAXATION" OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY IS AMENDED AS FOLLOWS:

Section 1-29.3-30. Levy

(a) Subject to the provisions of this article and Section 125.0104, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of three (3%) per cent of each dollar and major fraction of each dollar of the total consideration charged for each lease or rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less, unless such persons rents, leases, or lets for consideration any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

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(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

~~(d) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Florida Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under Section 212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the marking of returns, the keeping of records and accounts, and compliance with the rules of the Florida Department of Revenue in the administration of that chapter, shall apply to and be binding upon all persons who are subject to the provisions of this article; provided, however, that the Florida Department of Revenue may authorize a quarterly return and payment when the tax remitted by the person receiving the consideration for such rental or lease for the preceding quarter did not exceed twenty-five dollars (\$25.00).~~

~~(e) Collections received by the Florida Department of Revenue from the tax, less costs of administration, shall be paid and returned on a monthly basis to St. Lucie County for use by the county in accordance with the provisions of this article and Section 125.01014, Florida Statutes, and shall be placed in the St. Lucie County Tourist Development Trust Fund, which fund shall~~

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~~be established by resolution of the board of county commissioners prior to the receipt of any tourist development tax revenue.~~

Section 1-19.3-31. Plan for tourist development

(a) Anticipated revenue. The tourist development tax shall be levied at a rate of three (3%) per cent of each dollar and major fraction of each dollar of the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the twenty-four (24) months following the initial levy of the two-cent tax is six hundred twenty-four thousand dollars (\$624,000.00), less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue of the two-per-cent tax. The proposed uses of the tourist development tax revenue from the two-per-cent tourist development tax, in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expenses allocation for two-per-cent tax. The tourist development tax revenue from the two-per-cent tourist development tax shall be allocated to providing a sports stadium and related facilities in St. Lucie County.

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(e) Proposed uses of revenue for additional one-per-cent tax. The proposed uses of the tourist development tax revenue for the additional one-per-cent tourist development tax are to promote and advertise tourism in St. Lucie County.

(f) Expense allocation for additional one-per-cent tax. The tourist development tax revenue from the additional one-per-cent tourist development tax shall be allocated to promoting and advertising tourism in St. Lucie County.

Section 1-19.3-32 Local Administration of the Tax

(a) The County intends to be exempted from those requirements of Section 125.0104(3)(g), Florida Statutes, that the tax collected be remitted to the Department of Revenue before being returned to the County. The County intends to provide for the collection and administration of the tax on a local basis in accordance with Section 125.0104(10), Florida Statutes.

(b) Initial collection of the tax shall be made in the same manner as the tax imposed under Part I of Chapter 212.

(c) The St. Lucie County Tax Collector, hereafter called "Tax Collector," shall be responsible for the collection and administration of the tax. The person receiving the consideration for any rental or lease within the scope of Section 125.0104(3)(a), Florida Statutes, shall receive, account for, and remit the tax to the Tax Collector. The Tax Collector shall keep records showing the amount of taxes collected as well as appropriate books and accounts associated therewith. The same duties and privileges imposed by Chapter 212, Florida Statutes,

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upon dealers in tangible property, respecting the collection and remission of tax, the making of returns, the keeping of books, records and accounts and the payment of a dealer's credit in compliance with the rules of the Tax Collector in the administration of Chapter 212 shall apply to and be binding upon all persons who are subject to the provisions of this ordinance; provided, however, the Tax Collector may authorize a quarterly return of payment when the tax remitted for the preceding quarter by the person receiving the consideration for such rental or lease did not exceed twenty-five and 0/100 (\$25.00) dollars.

(d) The Tax Collector shall perform the enforcement and audit functions associated with the collection and remission of this tax, including, without limitation, the following:

(1) For enforcement purposes, examining at any reasonable hour the books, records, and other documents of any dealer, or other person charged with the duty to report or pay a tax under this ordinance, in order to determine whether or not that person is collecting the tax or otherwise complying with this ordinance. In the event a person refuses to permit such examination of his books, records, or other documents by the Tax Collector, that person is subject to the criminal penalties of Section 125.0104(8), Florida Statutes. The Tax Collector shall have the right to seek a mandatory injunction or other appropriate remedy in Circuit Court to enforce his right to require an examination of the books and records of that person.

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(2) Each dealer, as defined in this ordinance, shall keep for three (3) years a complete record of rooms or other lodging, leased or rented by said dealer, together with gross receipts from such sales, and other pertinent records and papers as may be required by the Tax Collector for the reasonable administration of this ordinance. All such records located or maintained in this state shall be open for inspection by the Tax Collector at any reasonable hour at the dealer's place of business in St. Lucie County. Any dealer who maintains such books and records at a point outside St. Lucie County must make such books and records available for inspection by the Tax Collector in St. Lucie County, Florida. Violators of this ordinance are subject to the criminal penalties of Section 125.0104(8), Florida Statutes.

(3)(a) At least thirty (30) days prior to the date an audit is scheduled to begin, the Tax Collector shall send written notice informing the taxpayer of the audit. The Tax Collector is not required to give thirty (30) days prior notice of an audit in any instance in which the taxpayer requests an emergency audit.

(b) Such written notification shall contain:

1. The approximate date on which the audit is scheduled to begin.
2. A statement that all of the records, receipts, invoices and related documentation of the taxpayer must be made available to the auditor.

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3. Any other requests or suggestions that the Tax Collector deems necessary.

(c) Only records, receipts, invoices, and related documentation available when an audit begins shall be deemed acceptable for the purposes of conducting such audit.

(4) All taxes collected under this ordinance shall be remitted to the Tax Collector. In addition to the statutory criminal sanctions, the Tax Collector is empowered, and is obligated, when any tax becomes delinquent or is otherwise in jeopardy under this ordinance, to issue a warrant for the full amount of the tax due or estimated to be due, with the interest, penalties, and cost of collection, directed to all and singular the sheriffs of the state, and shall record the warrant in the public records of the county, and thereupon the amount of the warrant shall become a lien of any real or personal property of the taxpayer in the same manner as a recorded judgment. The Tax Collector may obtain a tax execution to enforce the collection of taxes imposed by this ordinance and deliver it to the sheriff. The sheriff shall thereupon proceed in the same manner as prescribed by law for executions and shall be entitled to the same fees for his services in executing the warrant to be collected. The Tax Collector may also obtain a writ of garnishment to subject any indebtedness due to the delinquent dealer by a third person in any goods, money, chattels, or effects of the delinquent dealer in the hands, possession, or control of the third person in the manner provided by law for the

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payment of the tax due. Upon payment of the execution, warrant, judgment, or garnishment, the department shall satisfy the lien of record within thirty (30) days.

(f) Tax revenues may be used only in accordance with the provision of Section 125.0104, Florida Statutes.

(g) Three (3%) percent of the tax collected herein shall be retained by the Tax Collector for costs of administration. The remainder shall be submitted on the fifteenth day and the last day of each calendar month to the County.

(h) The Tax Collector's books and records relating to collections under this ordinance shall be available for inspection by the County and the County's auditors at reasonable times.

PART B. CONFLICTING PROVISIONS.

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County, and adopted prior to January 1, 1969, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART C. SEVERABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance,

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such holding shall not affect its applicability to any other person, property, or circumstance.

PART D. APPLICABILITY OF ORDINANCE.

This ordinance shall be applicable throughout St. Lucie County.

PART E. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Bureau of Administrative Code, Department of State, The Capitol, Tallahassee, Florida, 32304.

PART F. FILING WITH DEPARTMENT OF REVENUE.

The County Attorney shall send a certified copy of this ordinance to the Department of Revenue, The Carlton Building, Tallahassee, Florida, 32301.

PART G. EFFECTIVE DATE.

This ordinance shall take effect on May 1, 1991.

PART H. ADOPTION.

After motion and second, the vote on this ordinance was as follows:

Chairman Havert L. Fenn	AYE
Vice-Chairman Jim Minix	AYE
Commissioner Judy Culpepper	AYE
Commissioner R. Dale Trefelner	AYE
Commissioner Jack Krieger	AYE

PART I. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of St. Lucie County, Florida, and the word

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"ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Parts B through I shall not be codified.

PASSED AND DULY ADOPTED this 15th day of January, 1991.

ATTEST:


CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: 
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:


COUNTY ATTORNEY

1091430

'91 JAN 28 P2:57

FILED AND RECORDED
DOUGLAS DIXON
ST. LUCIE COUNTY.

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ORDINANCE NO. 02-36

AN ORDINANCE AMENDING CHAPTER 1-19.3, TAXATION, OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, THEREBY AMENDING SECTION 1-19.3-30 OF ARTICLE III TOURIST DEVELOPMENT TAX, TO EXTEND THE EXISTING FOURTH (4TH) CENT TOURIST DEVELOPMENT TAX PURSUANT TO SECTION 125.0104(3)(1), F.S. FOR A TOTAL OF FOUR (4%) PERCENT OF EACH DOLLAR AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL CONSIDERATION CHARGED FOR EACH LEASE OR RENTAL WITHIN ST. LUCIE COUNTY BY EVERY PERSON WHO RENTS, LEASES, OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL APARTMENT, HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMINGHOUSE, MOBILE HOME PARK, RECREATION VEHICLE PARK, OR CONDOMINIUM FOR A TERM OF SIX (6) MONTHS OR LESS, UNLESS SUCH ACCOMMODATIONS ARE EXEMPT ACCORDING TO THE PROVISIONS OF CHAPTER 212, FLORIDA STATUTES; FURTHER AMENDING SECTIONS 1-19.3-31 TO PROVIDE FOR THE PROPOSED USES AND EXPENSE ALLOCATION OF THE SECOND ADDITIONAL ONE (1) PERCENT TAX TO PAY DEBT SERVICE ON BONDS ISSUED TO FINANCE THE CONSTRUCTION, RECONSTRUCTION OR RENOVATION OF THE ST. LUCIE COUNTY SPORTS COMPLEX, A PROFESSIONAL SPORTS FACILITY AND TO PROMOTE AND ADVERTISE TOURISM IN ST. LUCIE COUNTY AND THE STATE OF FLORIDA; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION, AND CODIFICATION.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2157272 OR BOOK 1633 PAGE 2959
Recorded: 12/30/02 11:22

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Return to: G. Atty. 1

WHEREAS, the Florida Legislature amended Section 125.0104(3)(1), Florida Statutes (2002) to provide that the governing board of the county may levy, impose and set an additional one (1) percent tourist development tax by majority vote of the governing board in order to pay the debt service on bonds issued to finance the construction, reconstruction or renovation of a professional sports franchise facility and to promote and advertise tourism in St. Lucie County and the State of Florida nationally and internationally; and,

WHEREAS, the St. Lucie County Sports Complex is a professional sports facility as contemplated by Section 125.0104(3)(1); and,

WHEREAS, the Board previously adopted Ordinance No. 97-14 imposing the additional one cent (4th cent) tourist development tax which Ordinance expires on December 31, 2002; and,

WHEREAS, this Board has determined that extending the levy and imposition of an additional one (1) percent (4th cent) tourist development tax for the purpose of paying debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in the State of Florida is in the best interest of the health, safety and welfare of the citizens of St. Lucie County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. ARTICLE III TOURIST DEVELOPMENT TAX OF CHAPTER 1-19.3 OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, IS HEREBY AMENDED AS FOLLOWS:

Section 1-19.3-30. Levy

(a) Subject to the provisions of this article and Section 125.014, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of four (4) percent of each dollar and major fraction of each dollar of the total consideration charged for each lease or rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less, unless such persons rents,

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leases, or lets for consideration any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment for the consideration for such lease or rental.

Section 1-19.3-31. Plan for Tourist Development.

(a) Anticipated revenue. The tourist development tax shall be levied at a rate of four (4) percent of each dollar at the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the twenty-four (24) months following the initial levy of the two cent (2¢) tax is six hundred twenty-four thousand dollars (\$624,000.00), less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue of the two (2) percent tax. The proposed uses of the tourist development tax revenue from the two (2) percent tourist development tax in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expense allocation for two (2) percent tax. The tourist development tax revenue from the two (2) percent tourist development tax shall be allocated to providing a sports stadium and related facilities in St. Lucie County.

(e) Proposed uses of revenue for the first additional one (1) percent tax imposed by Ordinance No. 87-82 effective January 1, 1988. The proposed uses of the tourist development tax revenue for the first additional one (1) percent tourist development tax imposed by Ordinance No. 87-82 are to promote and advertise tourism in St. Lucie County.

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(f) Expenses allocation for the first additional one (1) percent tax imposed by Ordinance No. 87-82 shall be allocated to promoting and advertising tourism in St. Lucie County.

(g) Proposed uses of revenue for the second additional one (1) percent tax imposed by Ordinance No. ~~97-14 02-36~~, effective February 1, 2003. The proposed uses of the tourist development tax revenue for the second additional one (1) percent tourist development tax imposed by Ordinance No. ~~97-14 02-36~~ are to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(h) Expense allocation for the second additional one (1%) percent tax imposed by Ordinance No. ~~97-14 02-36~~, effective February 1, 2003. The tourist development tax revenue from the second additional one (1) percent tourist development tax imposed by Ordinance No. ~~92-14 02-36~~ shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction and renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

PART B. CONFLICTING PROVISIONS

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART C. SEVERABILITY

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstance.

PART D. APPLICABILITY OF ORDINANCE

This ordinance shall be applicable throughout St. Lucie County.

~~Struck through passages are deleted.~~ Underlined passages are added.

PART E. FILING WITH DEPARTMENT OF STATE

The Clerk be and hereby is directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida, 32304.

PART F. FILING WITH DEPARTMENT OF REVENUE

The County Attorney shall send a certified copy of this ordinance to the Department of Revenue, The Carlton Building, Tallahassee, Florida, 32301, within ten (10) days after approval of the Ordinance.

PART G. EFFECTIVE DATE: TERMINATION

This ordinance shall take effect upon filing with the Secretary of State. The fourth cent (4th cent) tax imposed and extended by this ordinance shall be in effect from February 1, 2003 to January 31, 2018, both inclusive, unless extended by the Board.

PART H. ADOPTION

After motion and second, the vote on this ordinance was as follows:

Chairman Cliff Barnes	AYE
Vice Chairman Paula A. Lewis	AYE
Commissioner John D. Bruhn	AYE
Commissioner Doug Coward	AYE
Commissioner Frannie Hutchinson	AYE

PART I. CODIFICATION

Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that parts B to I shall not be codified.

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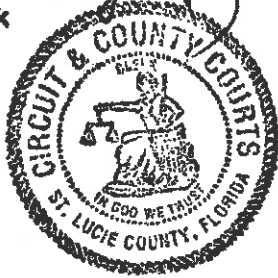
PASSED AND DULY ADOPTED this 17th day of December, 2002.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST:




Deputy Clerk



BY: 

Vice-Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY: 

County Attorney

DR BOOK 1633 PAGE 2964

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ORDINANCE NO. 03-12

AN ORDINANCE AMENDING CHAPTER 1-19.3, TAXATION, OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, THEREBY AMENDING SECTION 1-19.3-30 OF ARTICLE III TOURIST DEVELOPMENT TAX, TO ADD AN ADDITIONAL ONE (1) CENT TOURIST DEVELOPMENT TAX PURSUANT TO SECTION 125.0104(3)(n), F.S. FOR A TOTAL OF FIVE (5%) PERCENT OF EACH DOLLAR AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL CONSIDERATION CHARGED FOR EACH LEASE OR RENTAL WITHIN ST. LUCIE COUNTY BY EVERY PERSON WHO RENTS, LEASES, OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL APARTMENT, HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMINGHOUSE, MOBILE HOME PARK, RECREATION VEHICLE PARK, OR CONDOMINIUM FOR A TERM OF SIX (6) MONTHS OR LESS, UNLESS SUCH ACCOMMODATIONS ARE EXEMPT ACCORDING TO THE PROVISIONS OF CHAPTER 212, FLORIDA STATUTES; FURTHER AMENDING SECTIONS 1-19.3-31 TO PROVIDE FOR THE PROPOSED USES AND EXPENSE ALLOCATION OF THE THIRD ADDITIONAL ONE (1) PERCENT TAX TO PAY DEBT SERVICE ON BONDS ISSUED TO FINANCE THE CONSTRUCTION, RECONSTRUCTION OR RENOVATION OF THE ST. LUCIE COUNTY SPORTS COMPLEX, A PROFESSIONAL SPORTS FACILITY AND TO PROMOTE AND ADVERTISE TOURISM IN ST. LUCIE COUNTY AND THE STATE OF FLORIDA; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION, AND CODIFICATION.

Struck-through passages are deleted. Underlined passages are added.

County Atty

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2150602 OR BOOK 1649 PAGE 2227
Recorded: 01/29/03 10:20

WHEREAS, the Florida Legislature amended Section 125.0104(3)(n), Florida Statutes (2002) to provide that the governing board of the county may levy, impose and set an additional one (1) percent tourist development tax by majority vote of the governing board in order to pay the debt service on bonds issued to finance the construction, reconstruction or renovation of a professional sports franchise facility and to promote and advertise tourism in St. Lucie County and the State of Florida nationally and internationally; and,

WHEREAS, the St. Lucie County Sports Complex is a professional sports facility as contemplated by Section 125.0104(3)(n); and,

WHEREAS, the Board previously adopted Ordinance No. 03-36 imposing the additional one cent (4th cent) tourist development tax which Ordinance expires on January 31, 2018 ; and,

WHEREAS, a supermajority of this Board has determined that the levy and imposition of an additional one (1) percent (5th cent) tourist development tax for the purpose of paying debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in the State of Florida is in the best interest of the health, safety and welfare of the citizens of St. Lucie County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. ARTICLE III TOURIST DEVELOPMENT TAX OF CHAPTER 1-19.3 OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, IS HEREBY AMENDED AS FOLLOWS:

Section 1-19.3-30. Levy

(a) Subject to the provisions of this article and Section 125.014, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of ~~four (4)~~ five (5%) percent of each dollar and major fraction of each dollar of the total consideration charged for each lease or rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less, unless such persons rents,

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leases, or lets for consideration any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment for the consideration for such lease or rental.

Section 1-19.3-31. Plan for Tourist Development.

(a) Anticipated revenue. The tourist development tax shall be levied at a rate of four (4) percent of each dollar at the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the twenty-four (24) months following the initial levy of the two cent (2¢) tax is six hundred twenty-four thousand dollars (\$624,000.00), less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue of the two (2%) percent tax. The proposed uses of the tourist development tax revenue from the two (2%) percent tourist development tax in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expense allocation for two (2%) percent tax. The tourist development tax revenue from the two (2%) percent tourist development tax shall be allocated to providing a sports stadium and related facilities in St. Lucie County.

(e) Proposed uses of revenue for the first additional one (1%) percent tax imposed by Ordinance No. 87-82 effective January 1, 1988. The proposed uses of the tourist development tax revenue for the first additional one (1%) percent tourist development tax imposed by Ordinance No. 87-82 are to promote and advertise tourism in St. Lucie County.

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(f) Expenses allocation for the first additional one (1%) percent tax imposed by Ordinance No. 87-82 shall be allocated to promoting and advertising tourism in St. Lucie County.

(g) Proposed uses of revenue for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003. The proposed uses of the tourist development tax revenue for the second additional one (1) percent tourist development tax imposed by Ordinance No. 02-36 are to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(h) Expense allocation for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003. The tourist development tax revenue from the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction and renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(i) Proposed uses of revenues for the third additional one (1%) percent tax imposed by Ordinance No. 03-12. The proposed uses of the tourist development tax revenue for the third additional one (1%) percent tourist development tax imposed by Ordinance No. 03-12 are to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(j) Expense allocation for the third additional one (1%) percent tax imposed by Ordinance No. 03-12. Sixty-seven (67%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex. The remaining thirty-three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall only be allocated for capital facilities that promote tourism located in the St. Lucie County Fairgrounds and the area north of Midway Road. Five hundred thousand and 0/100 (\$500,000.00) dollars plus interest of the remaining thirty-three (33%) percent of the tourist tax revenue from the third additional one (1%) percent tax shall be allocated to construct a covered equestrian arena at the St. Lucie County Fairgrounds. Since the imposition of the third additional one (1%) percent tax requires approval of a majority plus one of the membership of the Board of County Commissioners, the language concerning the expense allocation set out in this subparagraph

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shall not be modified except upon approval by a majority plus one of the membership of the Board of County Commissioners.

PART B. CONFLICTING PROVISIONS

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART C. SEVERABILITY

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstance.

PART D. APPLICABILITY OF ORDINANCE

This ordinance shall be applicable throughout St. Lucie County.

PART E. FILING WITH DEPARTMENT OF STATE

The Clerk be and hereby is directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida, 32304.

PART F. FILING WITH DEPARTMENT OF REVENUE

The County Attorney shall send a certified copy of this ordinance to the Department of Revenue, The Carlton Building, Tallahassee, Florida, 32301, within ten (10) days after approval of the Ordinance.

PART G. EFFECTIVE DATE; TERMINATION

This ordinance shall take effect upon filing with the Secretary of State. The fifth cent (5th cent) tax imposed by this ordinance shall be in effect from March 1, 2003 to January 31, 2018, both inclusive, unless extended by the Board.

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PART H. ADOPTION

After motion and second, the vote on this ordinance was as follows:

Chairman Cliff Barnes	AYE
Vice Chairman Paula A. Lewis	AYE
Commissioner John D. Bruhn	AYE
Commissioner Doug Coward	AYE
Commissioner Frannie Hutchinson	AYE

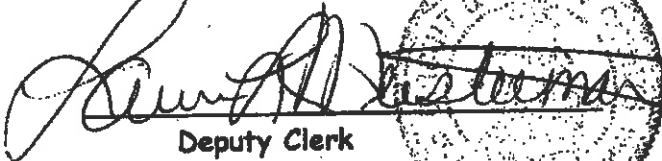
PART I. CODIFICATION

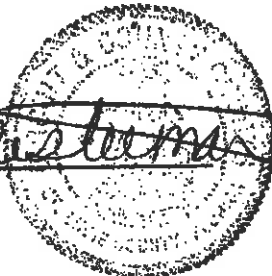
Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that parts B to I shall not be codified.

PASSED AND DULY ADOPTED this 28th day of January, 2003.


**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

ATTEST:


Deputy Clerk



BY: 
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:
BY: 
County Attorney

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EXHIBIT A

DESCRIPTION OF
REAL PROPERTY ON WHICH SPORTS COMPLEX RESIDES

LEGAL DESCRIPTION OF STADIUM PARCEL PROVIDED BY COUNTY

A Parcel of land lying in sections 23 and 26, Township 36 South, Range 39 East, St. Lucie County, Florida, particularly described as follows (the "Land"):

Commence at the Northeast corner of Section 24, Township 36 South, Range 39 East; thence run North $89^{\circ}44'41''$ West along the North line of said Section 24 a distance of 5282.95 feet to the Northwest corner of said Section 24; thence run Southeasterly along the arc of a curve, concave to the Northeast, with radius of 1273.24 feet, and central angle of $31^{\circ}40'04''$, and chord bearing of South $15^{\circ}49'29''$ East a distance of 703.73 feet to a point of tangency; thence run South $31^{\circ}39'31''$ East a distance of 314.70 feet to a point of curvature; thence run Southeasterly along the arc of a curve, concave to the Southwest, with radius of 1096.22 feet and central angle of $28^{\circ}35'55''$ a distance of 547.17 feet to a point of tangency; thence run South $03^{\circ}03'36''$ East a distance of 292.82 feet; thence run South $86^{\circ}56'24''$ West a distance of 638.79 feet to a point of curvature; thence run Southwesterly, along the arc of a curve, concave to the Southeast, with radius of 2864.79 feet and central angle of $47^{\circ}43'22''$ a distance of 2386.14 feet; thence run South $50^{\circ}46'58''$ East a distance of 60.00 feet to the point of beginning; thence run South $50^{\circ}25'05''$ East a distance of 982.20 feet; thence run South $29^{\circ}08'31''$ East a distance of 1077.84 feet; thence run South $03^{\circ}20'05''$ East a distance of 1328.73 feet; thence run Westerly along the arc of a curve, concave to the Southwest with a radius of 3858.28 feet and Central angle of $17^{\circ}44'58''$ a distance of 1195.24 feet to a point of tangency; thence run South $81^{\circ}00'24''$ West a distance of 624.60 feet to a point of curvature; thence run Northwesterly along the arc of a curve, concave to the Northeast, with radius of 25.00 feet and Central angle of $90^{\circ}00'00''$ a distance of 39.27 feet to a point of tangency; thence run North $08^{\circ}59'36''$ West a distance of 770.72 feet to a point of curvature; thence run Northeasterly along the arc of a curve, concave to the Southeast, with radius of 2804.79 feet and central angle of $48^{\circ}12'38''$ a distance of 2360.04 feet to the point of beginning. Containing 100.00 acres.

RESOLUTION 06-R14

COUNCIL ITEM 11c
DATE 2/27/06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, DECLARING ITS INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON AD-VALOREM ASSESSMENTS WITHIN THE AREA OF THE CITY KNOWN AS PEACOCK BOULEVARD SPECIAL ASSESSMENT DISTRICT, PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; STATING THE NEED FOR THE LEVY OF NON AD-VALOREM ASSESSMENTS FOR INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO ROADWAYS, WATER AND SEWER UTILITIES, STORMWATER AND RELATED IMPROVEMENTS THEREIN; STATING THE BOUNDARIES WITHIN WHICH SAID ASSESSMENTS ARE TO BE LEVIED; PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, as follows:

Section 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to Chapter 166, Part 2, and Chapter 197, Florida Statutes, and other applicable provisions of law.

Section 2. DEFINITIONS. Capitalized items shall have the following meanings unless the context requires otherwise.

"Non-ad Valorem Assessments" shall mean special assessments levied within the boundaries of the area referred to as Peacock Boulevard Special Assessment District, as such boundaries are more particularly described in Exhibit A, which assessments are levied in connection with the infrastructure including but not limited to roadways, water and sewer utilities and stormwater to be undertaken within the Peacock Boulevard Special Assessment District.

Section 3. FINDINGS. It is hereby found, determined, and declared by the City Council (the "Council"), as the governing body of the City of Port St. Lucie, Florida (the "City") as follows:

(a) The Non-Ad Valorem Assessments are "non-ad valorem assessments" within the meaning of Section 197.3632 (1)(d), Florida Statutes.

(b) The City is authorized to impose the Non-Ad Valorem Assessments and desires to use the method of collecting such assessments (the "Uniform Method") as provided in Section 197.3632, Florida Statutes ("Section 197.3632").

RESOLUTION 06-R14

(c) It is necessary and desirable, and in the best interest of the City, that the City collect the Non-Ad Valorem Assessments within the boundaries of the City known as the Peacock Boulevard Special Assessment District, according to the Uniform Method in order to provide for financing of the infrastructure including but not limited to roadways, water and sewer utilities, and stormwater at the lowest possible cost to the owners of the properties to be benefited thereby.

(d) Pursuant to Section 197.3632, the City duly called and held a public hearing at which the public was invited to attend to express their views on the proposed use of the Uniform Method. Notice of the public hearing was published as prescribed in Section 197.3632, Florida Statutes.

Section 4. DECLARATION OF INTENT TO USE UNIFORM METHOD. The City hereby declares its intent to use the Uniform Method for collecting the Non-Ad Valorem Assessments pursuant to and as set forth in Chapter 197, Florida Statutes. Notwithstanding the foregoing, prior to utilizing of the Uniform Method, the City shall have complied with all of the requirements set forth in Section 197.3632 regarding the conditions required for collection of non-ad valorem assessments under the Uniform Method. This resolution is intended to be a "resolution" within the meaning of paragraph 3 (a) of Section 197.3632.

Section 5. NEED FOR LEVY; PROPERTY DESCRIPTION. The City hereby affirms the need for the levy of the Non-Ad Valorem Assessments upon the property within the Peacock Boulevard Special Assessment District within the City, the legal boundaries of which are set forth on Exhibit "A" attached hereto and by reference incorporated herein.

Section 6. SEVERABILITY. If any one or more of the provisions of this resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of, and in no way affect the validity of, all the other provisions of this resolution.

RESOLUTION 06-R14

Section 7. EFFECTIVE DATE. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, this 27th day of February, 2006.


CITY COUNCIL
CITY OF PORT ST. LUCIE

By: 
Robert E. Minsky, Mayor

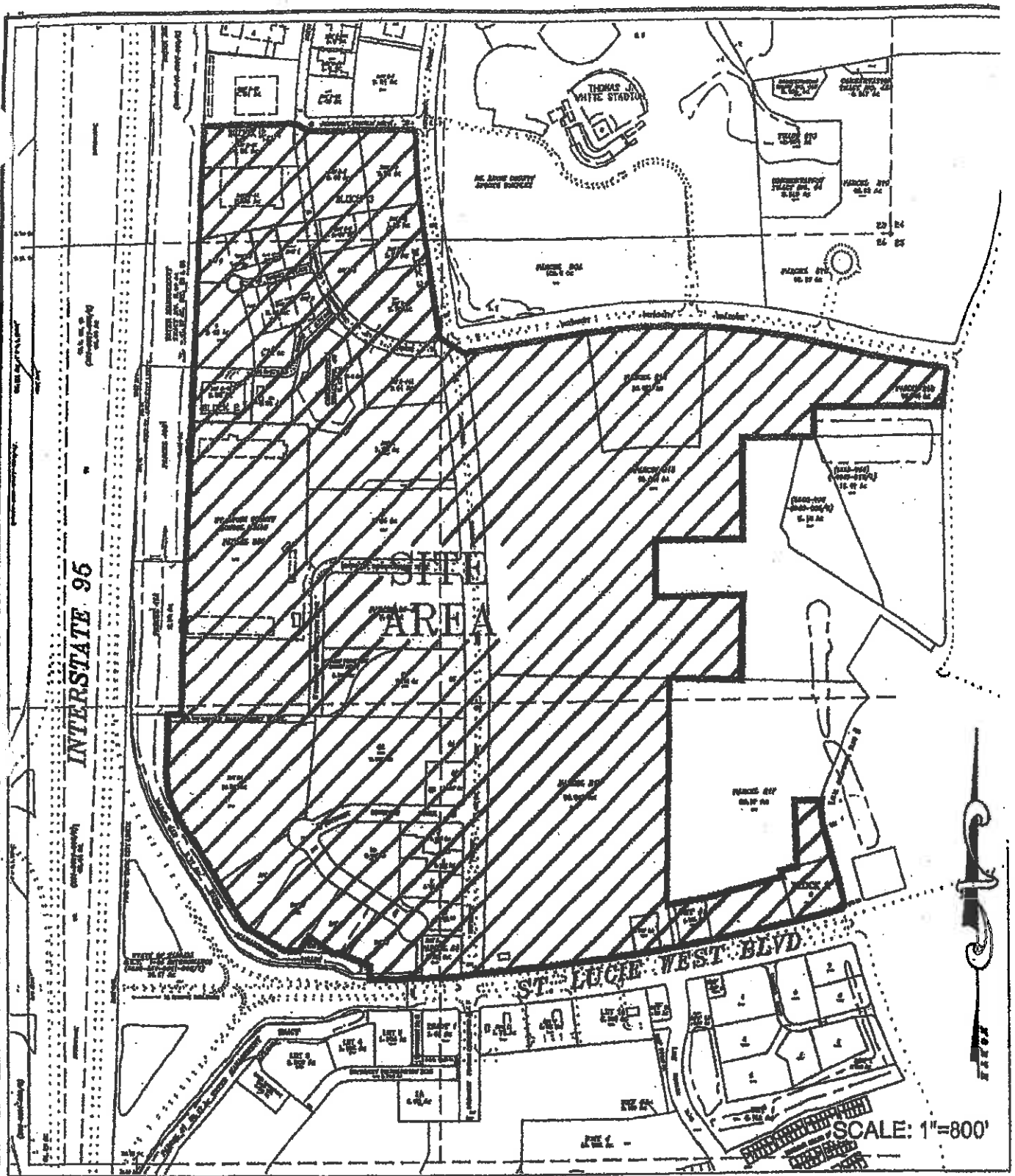
ATTEST:


Karen A. Phillips, City Clerk

APPROVED AS TO FORM

By: 
Roger G. Orr, City Attorney





G **CULPEPPER & TERPENING, INC.**

State of Florida Board of Professional Engineers Authorization No. 4266

CONSULTING ENGINEERS
&
LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
(772) 484-3637

PEACOCK S.A.D.

VICINITY MAP

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